

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6 TO LEASE NO. GS-05B-16504
ADDRESS OF PREMISES 117 S. Scatterfield Road Anderson, IN 46012-3104	:

THIS AGREEMENT, made and entered into this date by and between

whose address is: RTD Anderson LLC
211 N. Robinson Ave Ste 1950N
Oklahoma City, OK 73102-7266

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

WHEREAS, the parties hereto desire to effect a change of ownership.

WHEREAS, subsequent payments to the Former Lessor will continue until such time a Lease Contracting Officer executes this lease amendment effecting a change to the new owner/payee identified in this Lease Amendment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective the first day of the month following date of signature of Government as follows:

- Lease Amendment No. 6 is issued to reflect a change of ownership thereby modifying the Lessor/Payee Information, Tax Identification Number, Duns Number and either GSA Form 3518 or 3518A, Representations and Certifications as applicable.
- The New Lessor assumes, approves, adopts and agrees to be bound by all the terms of the Lease.

FORMER LESSOR/PAYEE

Dugan Enterprises LP
205 Estrella Place
Lincoln, CA 95648-7924

NEW LESSOR/PAYEE

RTD Anderson LLC
211 N. Robinson Ave Ste 1950N
Oklahoma City, OK 73102-7266
DUNS NUMBER: (b) (4)
TIN: (b) (4)
Phone Number: 405-524-8484

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: (b) (6)
Signature: _____
Name: RICHARD ANENBAUM
Title: OWNER
Entity Name: RTD Anderson LLC
Date: 3/20/18

FOR THE GOVERNMENT: (b) (6)
Signature: _____
Name: Latrice D. Lacy
Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Division
Date: 28-MAR-2018

WITNESSED FOR THE LESSOR BY:

(b) (6)
Signature: _____
Name: Yvonne Donovan
Title: VP OF FINANCE
Date: 3/20/18

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

LEASE AMENDMENT No. 7

TO LEASE NO. GS-05B-16504

LEASE AMENDMENT

ADDRESS OF PREMISES

117 Scatterfield Rd
Anderson, IN 46012-3104

DUNS Number: (b) (4)
Project Number: 01N2153

THIS AMENDMENT is made and entered into between **RTD Anderson LLC**

whose address is: 211 N Robinson Ave Ste N1950
Oklahoma City, OK, 73102-7142

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to incorporate a five (5) year firm term renewal option into the associated lease.

WHEREAS, the parties hereto desire to amend the above Lease to incorporate Federal Acquisition Regulation (FAR) clause 52.204-25 and General Services Acquisition Regulation GSAR clause 552.204-70 into the general clauses of the lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 26, 2020 as follows:

Item 1: We are incorporating a new paragraph into the lease Paragraph 5, to the Standard Form 2, U.S. Government Lease for Real Property:

Paragraph 5. RENEWAL RIGHTS. The Government can unilaterally exercise the renewal option if it determines it is economically advantageous to do so for a term of 5 year firm at the annual shell rental rate of \$236,765.46, plus operating costs and the continued accumulated adjustments of said operating costs, provided notice be given to the Lessor at least 60 days before the end of the original

This Lease Amendment contains 6 pages; Lease Amendment 7 (2 pages) and Attachment 4 (4 pages).

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)

Richard Tanenbaum

Name: _____
Title: owner
Entity: tep lancaster oh, llc
Date: 6/16/2020

FOR THE GOVERNMENT: DocuSigned by:

(b) (6)

Thomas Nisivaco

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 6/16/2020

WITNESSED FOR THE LESSOR BY: DocuSigned by:

(b) (6)

Beck Tanenbaum Mallace

Name: _____
Title: Principal
Date: 6/16/2020

Lease or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

Termination rights outlined in the "Termination Rights" Paragraph apply to all renewal terms.

Item 2: The following attachment will be incorporated and made part of the Lease:

Attachment 4: General Clause Addendum to the Lease with the new FAR clause 52.204-25, entitled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment," and the new GSAR clause 552.204-70, entitled "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."

END OF LEASE AMENDMENT NO. 7

LESSOR:  GOVERNMENT: 

General Clause Addendum to the Lease
FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

LESSOR:  GOVERNMENT: 

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any

LESSOR:  GOVERNMENT: 

affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR:  GOVERNMENT: 

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it ☐ will or ☒ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

LESSOR:  GOVERNMENT: 

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

March 7, 2000

LEASE NO.

GS-05B-16504

THIS LEASE, made and entered into this date by and between

Simborg Development, Inc.

Whose address is: 1149 West 175th Street
Homewood, Illinois 60430

and whose interest in the property hereinafter described is that of owners hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

10,931 BOMA usable square feet (being 12,571 rentable square feet) of office space on the 1st floor, being the entire building, and 50 outside, on-site parking spaces for the exclusive use of the Government, all located at State Route 9 (street address to be determined), Anderson, Indiana 46015 (See attached "Exhibit A"). This is a fully serviced lease, which includes parking, utilities, taxes and other operating costs, as specified in SFO GS-05B-16504, which is attached to, and part of this lease.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2000 through November 30, 2020, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of December 1, 2000 is an estimated beginning date. The actual commencement date will be established as an amendment to the lease by a Supplemental Lease Agreement. The lease will then be in effect for 20 years, 10 years firm.
3. The Government shall pay the Lessor annual rent of \$287,594.61 at the rate of \$23,966.22 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Simborg Development, Inc.
1149 West 175th Street
Homewood, Illinois 60430

4. The Government may terminate this lease at any time on or after November 30, 2010, by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

- ~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The following are attached and made a part hereof:

(A) Paragraphs 14 through 22 of this lease on page 3; (B) Solicitation for Offers No. GS-05B-16504 dated 9-20-99, pages 1 through 56; (C) Amendment No. 1 to SFO dated 12-8-99 consisting of 1 page; (D) GSA Form 3517B (REV. 12/99) consisting of 26 pages; (E) GSA Form 3518 (Rev. 12/99) consisting of 4 pages; (F) Certificate of Procurement Integrity consisting of 1 page; (G) Exhibit A consisting of site, block and elevation plans submitted with offer; (H) Letter from lender representing a conditional commitment of funds; (I) Radon-Resistant Techniques; (J) Wage Determination for Madison County, Indiana consisting of 31 pages.

7. The following changes were made in this lease prior to its execution:

Paragraph 5 of Standard Form 2 has been deleted in its entirety.

8. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated December 9, 1999, submitted by the Lessor under SFO GS-05B-16504. This lease reflects the terms and conditions of the accepted Best and Final Offer.
9. Rent and other charges shall be adjusted to coincide with any revised actual commencement date. The anniversary date for annual escalations and operating cost adjustments will be revised based upon the actual commencement date.
10. The Lessor will construct and buildout the space per the requirements in the SFO GS-05B-16504, so as to be ready for occupancy no later than 180 calendar days from the date of receipt of design intent plans from the Government. The Government shall deliver layout drawings and necessary finish selections to the successful Offeror within 100 days after award.
11. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable requirement defined in the Solicitation for Offers. Should there be any adjustments in the square footage delivered, that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of (b) (4) per net usable square foot per annum. If necessary, the lease shall be amended by Supplemental Lease Agreement after actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required in SFO GS-05B-16504, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
12. The rent is subject to annual operating cost adjustments in accordance with Section 3, Paragraph 3.6 (A through E) of Solicitation for Offers No. GS-05B-16504 within this lease. It is understood and agreed that for operating cost adjustment purposes, the first year's operating cost will be (b) (4) (approximately (b) (4) ft. multiplied by 10,931 net usable sq. ft. of space).
13. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3, Paragraph 3.4 (A through G) of Solicitation for Offers No. GS-05B-16504 within this lease, the Government will occupy 100 percent of the net usable square foot area of the entire building. The first year's real estate taxes are estimated by the lessor to be (b) (4) which is approximately (b) (4)

LESS (b) (6)

BY

(b) (6)

(Signature)

(Address)

1149 N. 175th St. Homewood, IL
60430

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

(b) (6)

BY

Contracting Officer

(Signature)

(Official title)

14. The following unit costs will be referenced to determine the cost of adjustments necessary for the use of more or less materials than the amount required in Solicitation for Offers No. GS-05B-16504, either the credit due the Government for using less materials or the lump-sum due the Lessor for furnishing additional materials installed in accordance with the final layout drawing:

Telephone Outlets, Floor Mounted	(b) (4)	each
Telephone Outlets, Wall Mounted		each
Duplex Electrical Outlets, Floor Mounted		each
Duplex Electrical Outlets, Wall Mounted		each
Quadruplex Electrical Outlets, Floor Mounted		each
Quadruplex Electrical Outlets, Wall Mounted		each
Dedicated 115V 20A Electrical Outlets, Floor Mounted		each
Dedicated 115V 20A Electrical Outlets, Wall Mounted		each
Per System Furniture Power Feed		each
GFI Outlets		each
Ceiling High partitions (Taped, Sanded, Painted and/or Finished)		per linear foot
Interior Doors (Includes hardware, frame and finishing)	(b) (4)	each

15. If heating or cooling is required by the Government on an overtime basis, it shall be provided at the rate of (b) (4) per hour per floor.
16. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the General Services Administration (the Contracting Officer or his/her representative).
17. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
- (I) Evidence of the transfer of title.
 - (II) A letter from successor lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
 - (III) A letter from prior lessor (transferee) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
 - (IV) The IRS tax identification number of the new owner.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

18. The Tax Identification Number for the real estate parcels occupied under this lease is: (b) (4)
19. All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or his/her designee.
20. The Common Area Factor is estimated to be 1.15. (10,931 usable sq. ft. multiplied by 1.15 equals 12,571 rental sq. ft. of space).
21. It is understood that the Government has the flexibility to move the windows and doors to other reasonable areas of the building that may fit the tenants needs during the design process.
22. The Government will determine the placement of the public and employee restrooms and drinking fountains.

INITIALS:

M
LESSOR

&

cde
GOVERNMENT

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

SOCIAL SECURITY ADMINISTRATION

(b) (6)

N, INDIANA

NAME

TITLE

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)

- (a) The General Services Administration (GSA) is interested in leasing approximately 12,571 Rentable square feet of space. The Rentable space must yield a minimum of 9,938 BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of 10,931 BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide test fit layouts when the space offered contains certain features like:
- narrow column spacing
 - atriums, light wells or other areas interrupting contiguous spaces
 - extremely long, narrow runs of space
 - irregular space configurations, or
 - other unusual building features.

The Government will advise the offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.
- (e) The approximate breakdown of the total square footage required is as follows:

Open Area	7,317
Multi-Purpose Room	480
ADP Room	200
Private Offices	255
Private Restrooms	300
Storage Room	410
Video Teleconference Room	400

1.2. PARKING/TRANSPORTATION

Adequate public transportation is required to the proposed location in those cities or towns that have a public transportation system.

Vehicle parking facilities, to accommodate 50 parking spaces, must be available with 2-hour minimum meters or otherwise unrestricted parking for visitors and employees within two blocks of the office. Such parking must be usable during normal working hours. Parking space which is routinely occupied by mid-morning would not be acceptable for visitor use.

Parking for the handicapped must be located within the same block of the building and must comply with the "Parking and Loading Zones" paragraph in the HANDICAPPED ACCESSIBILITY section of this Solicitation. The location of the parking for the handicapped must also be positioned as to not mandate the disabled from crossing any streets.

1.3. AREA OF CONSIDERATION

The space offered must be within the below delineated boundaries:
City: Anderson, Indiana City Limits

1.4. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JAN 1997)

- (a) CITY CENTER NEIGHBORHOOD:
Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.
- (1) PARKING AND TRANSPORTATION:
Parking should consist of 50 onsite spaces, each space should allow enough room for ingress and egress to and from the vehical. A bus line should be located within two blocks of the office.
- (2) LOCATION AMENITIES:
A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within a half mile and other employee services such as retail shops, cleaners, banks, etc., should be located within half mile.

1.5. LEASE TERM

The lease term is for 20 years, 10 years firm. GSA may terminate this lease at any time after the initial term on 90 days written notice to the lessor.

1.6. OFFER DUE DATE

The Contracting Officer will provide notification of what will be the due date of the offer.

1.7. OCCUPANCY DATE

Occupancy is required within 180 calendar days from the date of award or from receipt of plans and samples, whichever is later.

1.8. HOW TO OFFER (JAN 1997)

(a) Offers are to be submitted to the Contracting Officer at:

General Services Administration
Client Service Team- 5PEC
230 South Dearborn
Room 3622
Chicago, Illinois 60604
ATTN: Peppi Wilson

(b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

(1) GSA Form 1364, Proposal to Lease Space (enclosed) or similar form.

(2) GSA Form 1217, Lessor's Annual Cost Statement (enclosed).

(3) Representations and Certifications (enclosed).

(4) One-eighth inch (preferred) or larger scale first generation blue line plans of the space offered.

(i) Photostatic copies are not acceptable. All architectural features of the space must be accurately shown. If conversion or renovation of the building is planned, alterations to meet this solicitation must be indicated. If requested, more informative plans must be provided within 15 days.

(ii) Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors should meet local code requirements for issuance of occupancy permits.

(iii) GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the BOMA Usable space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful offeror's space may differ from the corridors used in determining the BOMA Usable square footage for the lease award.

(5) A list of unit costs for adjustments (see paragraph entitled "Alterations Costing \$100,000 or Less").

(6) An hourly overtime rate for overtime use of heating and cooling (see paragraph entitled "Overtime Usage").

(7) The estimated cost to prepare the space for occupancy by the Government.

(8) The offeror's proposed amortization rate for tenant alterations.

(c) The Offeror should also include as part of the offer, information which addresses any award factors which are listed in the solicitation paragraph entitled "Other Factors."

(d) See Solicitation Provisions for instructions. If additional information is needed, the Contracting Officer should be contacted.

(e) There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data."

1.9. PLANS WITH OFFER (JAN 1997)

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. All submissions must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown.

1.10. NEGOTIATIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

1.11. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
- (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
 - (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
 - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
 - (4) To the gross PVC will be added:
 - The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
 - The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - (5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

1.12. HISTORIC PREFERENCE, GSAR 552.270-4 (JUN 1994) (VARIATION)

- (a) Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:

- (1) The offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.) and
 - (2) The rental is no more than **b** percent higher, on a total annual square foot (BOMA Usable) cost to the Government, than the lowest otherwise acceptable offer.
- (b) If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.13. AWARD (JAN 1997)

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - (2) required clauses,
 - (3) required certifications and representations,
 - (4) the pertinent provisions of the offer, and
 - (5) the pertinent provisions of the SFO.
 - (6) prevailing wage rates (applicable only when new construction is offered and where the Government will be the sole or predominant tenant.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.14. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)

To be considered for award, buildings to be constructed must fully meet the new construction requirements of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.15. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997)

- (a) If an Offeror proposes to satisfy the requirements of this solicitation through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described below.
- (b) For those buildings or additions to buildings described in (a) above, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this solicitation) edition of the ICBO Uniform Building Code, the BOCA National Building Code, or the SBCCI Standard Building Code.
- (c) All design and engineering documents, including structural engineering calculations, must be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.16. LABOR STANDARDS (JAN 1997)

If an offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

1.17. LOCATION IN THE BUILDING

Space must be ground floor or above. Space must be contiguous. Space should be no more than twice as long as it is wide and should have open areas where columns and other obstructions do not hinder the development of efficient space layouts and office work flow.

2.0 AWARD FACTORS

2.1. ACCESSIBILITY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers which do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.
- (b) FULL COMPLIANCE:
"Fully meets" as used herein means the offer fully complies with the ADAAG and/or UFAS requirements for Parking and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.
- (c) SUBSTANTIAL COMPLIANCE:
In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (d) LESS THAN SUBSTANTIAL COMPLIANCE:
In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:
- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
 - (2) If parking is provided, then accessible spaces shall be included.
 - (3) Accessible toilet rooms shall be provided as follows:
 - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.
- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more

stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers which do not fully meet these requirements will not be considered.

(b) **FULL COMPLIANCE:**

- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation.

BUILDING TYPE	Model Building Code Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels	*	*	1949
Steel Moment Resisting Frame	1987	1991	1976
Steel Braced Frame	1990	1991	1988
Steel Frame w/Concrete Shear Walls	1987	1991	1976
Reinforced Concrete Moment Resisting Frame	1987	1991	1976
Reinforced Concrete Shear Walls	1987	1991	1976
Tilt-up Concrete	1987	1991	1973
Reinforced Masonry	1987	1991	1976

*Local provisions for wood construction need to be compared to the 1949 UBC to determine benchmark year. For additional building types, see NISTIR 5382.

(c) **SUBSTANTIAL COMPLIANCE:**

- (1) In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (2) "Substantially meets" with regard to seismic safety will be determined by the Government based upon the Offeror's evaluation by a registered structural engineer that specifically describes all exceptions to full compliance with the Model Building Code Seismic Design Provisions above. The offeror is to evaluate using NISTIR 5382 and identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the offer which best meets the Model Building Code Seismic Design Provisions and the other requirements of this solicitation.

(d) **LESS THAN SUBSTANTIAL COMPLIANCE:** In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
- (2) If parking is provided, then accessible spaces shall be included.
- (3) Accessible toilet rooms shall be provided as follows:
 - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.

(e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.3. AWARD BASED ON PRICE (DEC1996)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this solicitation and is the lowest priced offer submitted (see the SFO paragraph entitled "Price Evaluation (Present Value)").

3.0 MISCELLANEOUS

3.1. UNIT COSTS FOR ADJUSTMENTS

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment:

- The cost per linear foot of office subdividing ceiling-high partitioning.
- The cost per floor mounted duplex electrical outlet.
- The cost per wall mounted duplex electrical outlet.
- The cost per floor mounted fourplex (double duplex) electrical outlet.
- The cost per wall mounted fourplex (double duplex) electrical outlet.
- The cost per dedicated clean electrical computer receptacle.
- The cost per floor mounted telephone outlet.
- The cost per wall mounted telephone outlet.
- The cost per interior door.

3.2. ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

3.3. ALTERNATE PROPOSALS

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

3.4. TAX ADJUSTMENT, GSAR 552.270-24 (AUG 1992)

- (a) Real estate taxes, as referred to in this clause, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district

assessments, or any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.

- (b) Base year taxes as referred to in this clause are the real estate taxes for the first twelve (12) month period coincident with full assessment, or may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- (c) The term "full assessment" as referred to in this clause means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- (d) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-71) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within ten (10) calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. **Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.**
- (e) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes, or receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (d).
 - (i) In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **The Government shall be responsible for payment of any tax increase over the base year taxes only if the proper invoice and evidence of payment is submitted by the Lessor within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority.** The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment by the Contracting Officer or the thirtieth (30th) calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - (ii) In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (d) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in taxes applicable to the Premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with paragraph (f) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within fifteen (15) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- (f) The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100%. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto.
- (g) The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor

initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6. OPERATING COSTS GSAR 552.270-23 (JUN 1985)

- A. Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the cost of living index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The cost of living index will be measured by the U.S. Department of Labor revised consumer price index for wage earners and clerical workers, U.S. city average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the cost of living index for the month prior to the lease commencement date.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the cost of living index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in rent provided under this clause.
- E. The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on block 19 of GSA Form 1364, Proposal to Lease Space, contained elsewhere in this Solicitation.

3.7. OPERATING COSTS BASE (JAN 1997)

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

3.8. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

3.9. BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.
- (c) To keep all offers equal, the definition of BOMA usable is the same in a single tenant building as in a multi-tenant building. In a single tenant building the common areas are the visitors restrooms, the vestibule and the mechanical room(s). The common area measurement should not be included in the Usable Measurement. If you have any questions regarding this matter, bring it to the attention of the contracting officer.

3.10. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

3.11. APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12. LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the a sum that will be determined by the Government after damages are assessed by the Government.

- (a) The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

3.13. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994) (VARIATION)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Usable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.14. RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.15. EVIDENCE OF CAPABILITY TO PERFORM

- (a) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:
 - (1) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
 - (2) The name of the proposed construction contractor, as well as evidence of his experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 - (3) The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
 - (4) Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 - (5) Evidence of ownership or control of site.
- (b) AFTER AWARD:
Within 45 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:
 - (1) A firm commitment of funds in an amount sufficient to perform the work.
 - (2) Award of a construction contract with a firm completion date.
 - (3) Issuance of a building permit covering construction of the improvements.

3.16. CONSTRUCTION SCHEDULE

- (a) Within 7 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than 21 days after receiving Government approved floor plans.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

3.17. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of _____ days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

3.18. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.19. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)

- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) *Payrolls and basic records.*
 - (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. 52.222-6 DAVIS-BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and

mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)
- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the

rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*; and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3.20. SIGNAGE

The Lessor shall provide, install and maintain signage acceptable to the Contracting Officer, on the exterior of the building. The sign shall read "Social Security Administration." The elevation drawings shall show the signage type and location. The Lease rate shall include the cost for the signage, installation and connection to electrical, if applicable. Necessary permits will be obtained by the Lessor. Directories and lobby signs will be provided by the Lessor in Multi-tenant buildings, which will clearly identify the location of the SSA office. The Lessor will return to the Government all exterior and interior signs which the Government procured through and/or provided to the Lessor.

4.0 GENERAL ARCHITECTURAL

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The employee entrance must be covered by an acceptable canopy, as determined by the Contracting Officer. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

4.2. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

4.3. BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.4. SPACE EFFICIENCY

The design of the space offered must be conducive to efficient layout and good utilization.

4.5. FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer.

4.6. CAD AS-BUILT FLOOR PLANS (JAN 1997)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The plans must be in AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3 1/2 inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4 inch Cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.7. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.8. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at both public and employee entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. The doors in the vestibule at the public entrance must be heavy duty tempered glass that meets all local codes and NFPA requirements. Vestibules and door arrangements must meet ADA and NFPA requirements. Walk-off mats shall be provided at all exits that open to the exterior. Mats shall be spot cleaned and/or shampooed as required during the term of the lease.

4.9. WINDOWS (SEP 1991)

Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.10. ACCESSIBILITY (JAN 1997)

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.11. LANDSCAPING (OCT 1996)

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

5.2. LAYOUT AND FINISHES

All required finish selection samples must be provided within 21 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 100 days after award or after receipt of plans and samples, whichever is later.

5.3. CEILINGS (SEP 1991)

Ceilings must be at least 9 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

5.4. DOORS: EXTERIOR (DEC 1992)

Exterior doors must be heavy duty, full flush, hollow steel construction; solid core wood, or insulated tempered glass. Wood doors shall be at least 1 1/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

5.5. DOORS: INTERIOR (SEP 1991)

Doors must have a minimum opening of 36" by 80". Hollow core wood doors are not acceptable. They must be flush, solid core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. 14 interior doors will be required. The number of interior doors does not include restroom or wardrobe doors (if provided).

5.6. DOORS: HARDWARE (MAR 1999)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. The door entrance to the private office designated by the government as the manager's office, shall also be equipped with 5-pin, tumbler cylinder lock and strike plate. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.7. DOORS AND LOCKS

All entrance doors will have dead-bolt locks with minimum 1-inch throws. The interior of the door will be equipped with a thumb latch and a sign on the door must state, "This door must remain unlocked while the office is occupied."

In space located on the ground floor level, all rear and side doors will be constructed with solid wood cores or be metal sheathed, equipped with panic hardware with key override. A separate employee entrance providing ingress/egress without going through the reception area is required. The employee entrance door (and delivery door, if provided) will also be equipped with a push-button combination-type lock for ingress. A doorbell and peephole located approximately 54 inches from the floor is required for the employee entrance. A doorbell and peephole located approximately 54 inches from the floor is required at all delivery doors (if provided in space occupied by the Government).

In space located above ground level, all doors leading into SSA space will be constructed of solid wood cores or be metal sheathed and will have panic hardware.

All outside doors, including the door into the Automated Data Processing (ADP) room should have inaccessible hinge pins or have non-rising fixed-hinge pins.

5.8. DOORS: AUTOMATIC OPENERS (JUNE 1999)

Furnish, install, power and maintain an approved, automatic, electro-mechanical folding door entrance system at the public entrance, to be approved by the Contracting Officer.

5.9. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

5.10. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.11. PARTITIONS: PERMANENT (SEP 1991)

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor.

5.12. PARTITIONS: SUBDIVIDING (JAN 1997)

(a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense. 300 lineal feet of partitioning shall be provided. Should there be a barrier wall requirement, the barrier wall partitioning will not be included in the above estimate for linear feet of partitioning. The barrier wall requirement is in addition to the linear feet of partitioning required in this paragraph. Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.

(b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

(c) Vinyl wall covering will be used on all interior walls (partitions) (including any support pillars, columns or barrier walls).

Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.

Vinyl wall covering will be used on all interior walls (including any support pillars, columns or barrier walls) except the storage room.

All wall covering must be in accordance with the following specification in the "wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

5.13. WALL COVERINGS (SEP 1991)

PHYSICAL REQUIREMENTS:

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of finish shall be approved by the Contracting Officer.

Selected offices and conference rooms as specified below are to be covered with wood paneling or textile covering to be approved by the Contracting Officer.

Prior to occupancy all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer..

Prior to occupancy all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating/galley areas within the Government's leased space are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

REPLACEMENT:

All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done after working hours. In addition, the wallcoverings in the reception area must be replaced every 5 years at the Lessor's expense.

SAMPLES:

The Lessor is to provide at least 6 samples of each type of wall covering to be installed for selection by the Contracting Officer.

PAINTING:

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

5.14. FLOOR COVERING AND PERIMETERS (DEC 1991)

Floor covering shall be either resilient flooring or carpet tiles, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

OFFICE AREAS:

Prior to occupancy, carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

SPECIALTY AREAS:

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

CARPET - SAMPLES:

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 6 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

CARPET - INSTALLATION:

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving and return of furniture.

The public area is approximately 20 percent of the space. If the reception/waiting area is carpeted, the Lessor shall replace the carpet in that area every 5 years. Replacement includes both moving and return of furniture.

RESILIENT FLOORING - REPLACEMENT:

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has: Curls, upturned edges, or other noticeable variations in texture.

5.15. CARPET TILE (SEP 1991)

All space occupied by the Government shall be provided with carpet tile meeting the following specifications. (Resilient flooring shall be provided in areas identified elsewhere in this Solicitation.)

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.

5.16. RESILIENT FLOORING (JUN 1999)

Resilient flooring shall be installed in the following rooms: public vestibule, bathrooms, reception area, storage area, ADP room and the area around the sink in the multipurpose room. Flooring shall be of commercial quality.

5.17. ACOUSTICAL REQUIREMENTS (JAN 1997)

REVERBERATION CONTROL:

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms:	NIC-40
offices:	NIC-35

TESTING:

The Contracting Officer may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

5.18. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right or left side.

CONSTRUCTION:

Any draperies to be newly installed, must be made as follows:

- 100 percent fullness, including overlap, side hems, and necessary returns.
- 4-inch double headings turned over a 4-inch permanently finished stiffener.
- 1½-inch doubled side hems; 4-inch doubled and blind stitched bottom hems.
- Three-fold pinch pleats.
- Safety stitched intermediate seams.
- Matched patterns.
- Tacked corners.
- No raw edges or exposed seams.

Use of existing draperies must be approved by the Contracting Officer.

SAMPLES:

A minimum of 6 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.19. CLOSETS

A closet or closets should be located near the employee entrance sufficiently large enough to hold all employee's coats. The closet(s) must contain rods, a shelf above the rod(s) and have bi-fold doors.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. YEAR 2000 COMPLIANCE (JAN 1998)

- (a) The Lessor shall ensure that all computer controlled facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the Government. Assurance of compliance may require testing in accordance with the lease paragraph entitled "Maintenance and Testing of Systems."

"Computer controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, utility monitoring and control systems, fire detection and suppression systems, alarms, security systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

"Year 2000 compliant" means computer controlled facility components that accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations.

- (b) Upon completion of repair/replacement to effect year 2000 compliance, the Lessor shall verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer and advise the Government that such replacement components have been verified as compliant.

6.3. ENERGY COST SAVINGS (JAN 1997)

- (a) All offerors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.

- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

6.4. DRINKING FOUNTAINS

The Lessor shall provide drinking fountains adjacent to the public and employee toilet rooms.

6.5. TOILET ROOMS (JAN 1997)

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

- (b) Each main toilet room shall contain the following equipment:

- (1) A mirror above the lavatory.
- (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
- (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
- (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
- (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
- (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
- (7) A disposable toilet seat cover dispenser.
- (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

6.6. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)

- (a) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

TOILET FIXTURE REQUIREMENTS FOR THE SOCIAL SECURITY ADMINISTRATION

	Men			Women	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
Employee	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Visitors	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

F. If a toilet room is located on an outside wall (i.e., the other side of the wall is outdoors), it must be served by a heating/cooling vent.

6.7. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

6.8. HVAC (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

6.9. HEATING AND AIR CONDITIONING (JAN 1997)

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- ZONE CONTROL:**
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- EQUIPMENT PERFORMANCE:**
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

6.10. VENTILATION (OCT 1996)

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

6.11. VENTILATION (OCT 1996)

- During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- Conference rooms of 300 BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- Where the Lessor proposes that the Government should pay utilities:
 - An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
 - The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

6.12. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.13. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

7.0 TELEPHONE

7.1. TELEPHONE EQUIPMENT

The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable. Two (2) dedicated duplex outlets are required at the telephone board.

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may contract with another party to have inside working and telephone equipment installed or use wiring provided by the Lessor, if available. In any case, space for telecommunication equipment shall be provided by the Lessor. Telecommunication switchrooms, wire closets and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2".

A sheet of plywood, 4' x 8' x 3/4" will be mounted on one wall of the area.

The plywood must have a smooth surface (class C or better) and should be treated with at least two coats of flame retardant paint or sealant. The longest side of the plywood sheet will be installed horizontally with the lowest edge 36" above the floor.

- (a) 50 wall outlets shall be provided. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.
- (b) The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

7.2. TELEPHONE CONDUIT

The Lessor must furnish and install conduit enclosing cable to telephone outlets, which must be at least one inch in diameter. If required by local ordinance conduit must be used to enclose signal lines which connect equipment in the ADP room to other terminals located in the space. The Lessor is not responsible for installation of the telephone cabling within this conduit network. The telephone cabling and instruments will be provided by the Government.

7.3. DATA DISTRIBUTION (JAN 1997)

50 wall outlets shall be provided. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

7.4. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)

- (a) The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Cluster groups at floor or wall locations shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) Cable shall be provided, installed, and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

8.0 ELECTRICAL

8.1. ELECTRICAL: GENERAL

The Lessor shall be responsible for meeting the applicable requirements of the National Electric Code, the National Electric Safety Code; Standards of the National Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2". Distribution panel must be circuit breaker type with 10 percent spare power load and circuits.

Convenience outlets shall be installed on the basis of a maximum of eight (8) outlets per 20-Amp circuit.

8.2. LIGHTING: INTERIOR (JAN 1997)

- (a) Modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

8.3. LIGHTING: EXTERIOR (JUN 1999)

- (a) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (b) Outdoor parking areas shall have a minimum of 1 foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.
- (c) The lessor shall provide security lighting for all parking lots, as determined by the Contracting Officer. Outdoor, vandal-resistant floodlights are to be provided at all exterior entry/exit doors; where existing lighting is not adequate, as determined by the Contracting Officer. The lights should be of a quality equal to, or better than the TWP Wall-Pac 100 Watt High Pressure Sodium fixture by Lithonia Lighting, Crawfordsville, Indiana 47933.

8.4. SWITCHES (JAN 1997)

Switches shall be located on columns or walls by door openings in accordance with the "Controls" subparagraph of the paragraph entitled "Handicapped Accessibility" in the "General Architectural" section of this solicitation. No more than 1000 BOMA Usable Square Feet of open space shall be controlled by one light switch.

8.5. ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

8.6. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.
- (b) **CODE:**
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

8.7. ELECTRICAL DISTRIBUTION

The total number of required outlets is:

<u>50</u>	duplex outlets
<u>50</u>	dedicated duplex outlets
<u>50</u>	duplex type IG NEMA 5-20 dedicated outlets - see chart below
<u>5</u>	system furniture power feed

IWS/LAN

ELECTRICAL REQUIREMENTS AND HEAT OUTPUT



Quantity to Install	Equipment	Equipment Amperage (Each)	Total Amperage	Heat Output (Each)	Total BTU's	Number Dedicated Circuits
1	LAN Rack	24	24	836 BTU/hr	836	2 dedicated circuits per LAN rack
1	Printer	7.8	7.8	2250 BTU/hr	2,250	1 dedicated circuit for each 2 printers
5	Work station	4.0	20	545 BTU/hr	2,725	1 dedicated circuit for each 4 work stations
7		Grand Total	51.8	Grand Total	5,811	

All wiring closet/center (s) data cables with data connectors shall be labeled according to this scheme.

All units require 120 volt, 60 HZ single phase, 20 amp electrical service.

It is anticipated that the required outlets will be wall mounted or fed through power poles.

The Lessor must insure that outlets and associated wiring (for electricity, voice and data) are concealed in a method acceptable to the Contracting Officer. Raceways and outlets shall be concealed except when surface-mounting is approved by the Contracting Officer.

All floors must have 120/208 volt, 3-phase, 4-wire bond, 60 hertz electric service available. Duplex outlets must be circuited separately from the lighting. All branch-circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.

See Attachments

8.8. ELECTRICAL EQUIPMENT

- A. Surface strips across public traffic aisles will not be permitted. It is preferred that electrical, computer cabling and telephone cabling be provided overhead in conduits. Only a minimal use of power electrical panels serving other tenants and located outside of SSA's space are to be used for SSA service.
- B. Large electrical current feeders installed in the walls, ceiling space or below the floor of SSA office space shall be enclosed in Rigid Galvanizing Steel Conduit (RGC) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color terminals.
- C. SSA will be responsible for final connection of all agency computer equipment to the cable to be provided and installed by the Lessor.

8.9. UNDERFLOOR DUCT SYSTEM

- A. The below delineated specification for an underfloor duct system is permitted in existing locations but not a requirement. The Offeror may propose this system but such a proposal will be evaluated equal to all other Offerors. Overhead wiring is preferred.
- B. In all new construction, if underfloor duct system is provided, it must meet the following specifications.
 1. The underfloor distribution shall be any one of the following systems:
 - a. Underfloor duct system
 - b. Header duct system on cellular floor or
 - c. Underfloor trench duct system.

The system must comply with the National Electrical Code and meet the Underwriters Laboratories' standards.

2. The system should consist of three separate ducts:
 - a. Duct for electrical service,
 - b. Duct for telephone cable and signal wiring,
 - c. Duct for data cable.

The two-duct system consisting of a duct for electrical services and a combination duct for the telephone and data cable will also be acceptable.

3. The junction box cover plates shall be adjustable. The cover plates must be flush with the cement/carpet floor.
4. All junction boxes shall be spaced to provide an adequate accessibility to all wiring in the duct system.
5. All junction boxes or header ducts must be accessible even when covered with carpet.
6. The duct system shall be metallic to prevent electromagnetic interference.
7. The main duct runs should be no further apart than 5' on center.
8. The preset inserts for electrical, telephone/signal and data cable outlets shall be no more than 5' apart.
9. The duct system should accommodate flexible office rearrangements and equipment location changes. The duct system should be located to provide easy access in the entire space.
10. The duct trench system must be structurally strong to withstand heavy cart traffic without caving in.
11. The duct cell shall be free from burrs, dust, dirt and foreign matter, with a duct assembly that is water tight.
12. The floor duct system should carry only electrical wiring in use. Remove all unused cable (signal, data, telephones) prior to occupancy. The availability for space in the underground floor system should be inspected. The full capacity of the duct raceway with cable should normally be limited to 60 percent of the cross-section area of the raceway.
13. Ducts should be sized to accommodate future wiring as well as today's needs and provide for a 20 percent expansion over the term of the lease.
14. The type of service and estimate of outlets required will also determine the size of ducts. Duct dimensions may vary with manufacturers. Use the large area duct for signal, data and telephones cables and the small area duct for electrical wiring.

8.10. ELECTRICAL: ADDITIONAL INFORMATION/IWS LAN CONFIGURATION

8.9.1 IWS/LAN CONFIGURATION--GENERAL INFORMATION

The IWS/LAN components located in the SSA office will consist of bridges, token ring LAN's, workstations, and printers. The bridge equipment will consist of an IBM compatible PC attached to the Wide Area Network (WAN) via high speed 56k bit dedicated telephone lines and attached to the LAN via token ring adapter. The LAN will consist of an IBM compatible PC file server equipped with fixed disk storage, CD-ROM, removable storage, tape backup, and FAX machine.

The file server and LAN management PC will be attached to token ring Control Access Units (CAU's) and Lobe Attachment Modules (LAM's) via token ring adapters. The CAU's will be rack-mounted with patch panels to allow easy reconfiguration of cabling.

Workstations consist of IBM compatible PC desktop computers with fixed disk storage, floppy disk storage, and token ring adapters for connection to the LAN via the LAM's. Laser printers and dot matrix printers will be attached to the LAN either at the file server, workstation, or centrally located to the workstations via token ring interface.

All of the critical components of the LAN rack will be powered by an Uninterruptable Power Supply (UPS) in case of power failure.

Lessor is not responsible for the installation of the equipment -- only the site preparation.

8.9.2 IWS LAN/HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS

The ADP room shall be maintained between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining ± 2 degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment located in the ADP room will be operational 24 hours a day, 7 days a week.

The IWS/LAN equipment located in the office area will operate in a standard office environment.

8.9.3 IWS LAN/MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE LESSOR AS PART OF THE LEASE

Type 1A data cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220.

IBM enhanced data connector # 60G1070 and IBM enhanced data connector #73G7500 (for installation into surface mount boxes) suitable for IBM Type 1A cable.

Faceplates, IBM # 8310572 mounted on outlet box inside columns or walls unless surface mounted box must be used if interior of wall or column cannot be accessed.

Free standing single-device housings with a face plate (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

A suitable size hinged metal wire trough sized for a maximum 20% fill, from the ceiling to the floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have an "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

Dedicated, 20-amp isolated ground electrical circuits. One circuit for up to four IWS/LAN workstations, one circuit for up to two printers, and two circuits for the LAN rack.

A No. 6 AWG ground conductor in 3/4 inch conduit from the LAN rack location to the electrical panel providing power to the computer equipment. Terminate the ground conductor at the equipment ground bus in the panel and leave 10 feet of ground conductor neatly coiled at the LAN rack end. (see IWS/LAN Rack Grounding Detail" below).

Isolated ground (IG) duplex receptacles, NEMA 5-20R, Hubbell IG 5362 or equal (orange in color).

8.9.4 IWS LAN/SITE PREPARATION

A. ELECTRICAL INSTALLATION

Provide additional electrical panel capacity to meet the requirements of the number of IWS/LAN workstations, printers, and LAN rack called for in this package and shown on the approved floor plan. The power for SSA's computer equipment shall be a 208/120 volt, 60 hertz, three phase, four wire system.

Provide a dedicated power panel with a bolt-on main breaker, an isolated ground bus and an equipment ground bus for SSA's computer (present Field Office Systems Enhancement (FOSE) system and future IWS/LAN system) equipment. The power feed for the panel shall contain two insulated conductors for the two grounds. Minimum size of the equipment ground and isolated ground conductors shall be No. 6 AWG. The isolated ground conductor shall be terminated at either the service ground or at the neutral ground bond of the transformer feeding the dedicated panel. There shall be no splices in the isolated ground conductor feeding the IG bus.

The ampacity of the panel and main breaker shall be sized for 125 percent of the present connected load plus 25 percent growth. The number of circuits will be as calculated below plus 25 percent for future expansion. The branch breakers in the panel shall be bolt on type.

Locate this panel within the SSA occupied space of the building in the automated data processing (ADP) room and provide code-required working space. Do not locate panel in zone identified for LAN rack.

A separate power panel shall be provided for convenience receptacles. This panel shall be provided with an equipment ground bus. Mechanical and lighting loads may be on this panel; however, only computer loads may be on the isolated ground panel. The feeder for this panel shall contain an isolated equipment ground conductor. The branch breakers in the panel shall be bolt on type.

This panel shall be located within the SSA occupied space of the building.

Provide branch circuiting to isolated ground (IG) duplex receptacle for each IWS/LAN systems furniture workstation with a maximum of four workstations per 20-amp dedicated circuit. Provide an isolated ground (IG) duplex receptacle for each IWS/LAN workstation not associated with systems furniture such as in the Managers Office. The approved floor plan will show the location and number of workstations.

Provide an IG duplex receptacle for each IWS/LAN printer with a maximum of two printers per 20-amp dedicated circuit. The approved floor plan will show the location and number of printers.

Provide two IG duplex receptacles, each one to be connected to a 20-amp dedicated isolated ground circuit for each LAN rack shown on the approved floor plan.

The maximum number of receptacles per 20 ampere circuit shall be limited to the following:

- One receptacle for the LAN rack critical equipment (total 12 amperes).
- One receptacle for LAN rack non-critical equipment (total 12 amperes).
- Four receptacles for workstations or image server (each workstation 4.0 amperes).
- Two receptacles for laser printers or scanning work station. (each laser printer 7.8 amperes, scanner 3.5 amperes).
- Four receptacles for other printers such as line printers, (each printer 2.5 amperes.)

Adhere to the following criteria:

- Workstations shall not be on the same circuit as printers, faxes or scanner workstations.
- Image servers may be connected to workstations, but not printers, faxes or Scanner workstations

- The LAN rack requires two separate dedicated outlets, each one on a 20-amp dedicated IG circuit (12 amps each).
- A FAX is similar to a printer that consumes 5.0 amperes and can be grouped with other printers.
- Only laser printers shall be on the same circuit with other laser printers.

All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.

All the IG receptacles shall be powered from the dedicated electrical panel board with an isolated ground bus and equipment ground bus.

Provide and install IG receptacles that are NEMA 5-20R, Hubbell IG 5326 or equivalent, orange in color.

Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.

Each branch circuits for the computer equipment shall be provided with a separate isolated ground a separate neutral and a shared equipment grounding conductor with a maximum of three circuits shared per equipment ground conductor. Provide no more than three circuits per home. All the branch circuits for the convenience receptacles shall be provided with equipment ground conductors.

All receptacles in the ADP room associated with a given LAN rack should be placed on the same phase.

Identify each receptacle with the breaker number and the device (IWS/LAN workstation, printer, or LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves.

Receptacles are to be marked (neatly printed) with an alphanumeric marking system approved by the local manager.

Provide isolated grounds as defined in National Electrical Code (NEC) and Federal Information Processing Standards (FIPS) 94, "Guideline on Electrical Power in ADP Installation."

Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.

Large electrical current feeders installed in the walls, ceiling space, or below the floor of SSA office space shall be enclosed in rigid galvanized steel conduit (RGS) or Electrical Metallic Tubing (EMT) to lessen possible electromagnetic interference with SSA color IWS/LAN workstations.

Unless wire is being run in underfloor ducts, use conduit for wire, non-metallic sheath cable (e.g. Romex) is unacceptable. Use Rigid Steel Conduit, or Intermediate metal conduit. EMT (Electrical Metal Tubing) may be used in dry concealed locations and flexible steel conduit is permitted only when the run is concealed in walls (dry locations) and power poles. Conduit should be run concealed except in electrical or mechanical equipment rooms. Minimum size of conduit shall be 3/4".

Provide "THHN/THWN" insulation solid or stranded copper wire for wire sizes no. 10 AWG and smaller. Provide "THHN/THWN" or "XHHW" insulation, stranded copper wire for wire sizes no. 8 AWG and larger.

Provide color coding on feeders and branch circuits as follows 208/120 and 240/120 volt systems Phase A-black; Phase B-red; Phase C-blue; Neutral-white; Equipment Ground-green; Isolated Ground-green with yellow bands. Provide color coding for 480/277 volt wiring as above except: Phase A-brown; Phase B-orange and Phase C-yellow.

B. DATA CABLE INSTALLATION

Provide and install a data cabling system with outlet boxes where required. Cable for the IWS/LAN workstations and printers shall be IBM Type 1A cable, IBM # 33G2772, with a enhanced connector, (IBM # 60G1070 or IBM #73G7500 where necessary) suitable for IBM Type 1A cable on each end and NEC approved. In all air plenum areas, data cable must be Plenum rated, IBM # 33G8220, to meet NEC requirements, NEC 800-3d, 725-2 (b).

Data cable is to be a continuous run with no splices or butts and without kinks or sharp turns. The cable must not be laid immediately adjacent to fluorescent lighting, A/C power lines or motorized devices. Data cable must be installed to maintain the maximum separation from A/C power lines that is practical.

The recommended distance from the wiring closet to the work area is 330 feet. The maximum distance from wiring closet to wiring closet is 660 feet.

Wire Closet/Centers: (Wiring closet information contained herein should only be used in offices where no ADP room is used (i.e. large sites with multiple LANs). All field offices should be using ADP rooms. The ADP room should be at least 200 sq. ft. The LAN rack area is 7 ft. by 7 ft.

The size of the wiring closet/center is determined by the number of drops planned. Allow enough closet space for a 23-inch rack (rack size: height six feet, width 23 inches, depth 2 feet).

Additional wiring space may be needed for the following:

- Other electronic equipment
- Additional cables
- Additional racks for expansion

Convenience power outlets should be installed and available, one outlet for test equipment and one outlet for rack equipment. Locks on the wiring closet door should be provided to prevent unauthorized access to the communication cabling system. If space, power outlets, or locked wiring closet are not available, then a centrally located room (the ADP room in SSA offices) can be chosen, so long as it meets the same criteria as the wiring closet.

All cable runs between each existing IWS/LAN workstation and printer and the wiring closet/center must be point-to-point cable runs. Under NO circumstances shall any point-to-point cable be spliced to achieve the required distance.

All cable runs that are to be installed should be grounded according to IBM specifications. The cable is to be grounded at the wiring center.

Cable modular furniture with internal cabling (see below).

C. THE CONTRACTOR SHALL DO THE FOLLOWING:

Supply and install Type 1A cable (IBM # 33G2772) or Type 1A Teflon (IBM # 33G8220) as required, connectors (IBM # 60G1070 or IBM#73G7500), suitable for IBM Type 1A cable, on both ends of the data cable,

Supply and install faceplates, IBM # 8310572 and surface mounted boxes at the IWS/LAN equipment located at columns or walls, or free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

Supply and install all wireways and wire molds as required.

Supply and install the data cable from each IWS/LAN workstation and printer to the ADP room, leaving a 15-foot pigtail. Terminate the office end at a faceplate or surface mount box as required. The cable in the ADP room be stripped back to expose the metal braiding 24" back from the data connector for grounding to the LAN rack.

Provide a LAN rack identification number to the SSA office manager. The number shall be of 1 inch size and shall be comprised of the following:

For example: 05-321-02-01 (Region-Office Code-Floor-ADP room). The SSA office manager will give this to the IWS/LAN vendor for installation on the LAN rack.

ALL the data cables shall be identified at both ends by labels with the following numbering scheme:

- Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers, followed by workstations not associated with modular furniture, such as the Managers office).
- Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
- Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
- Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
- FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).
- Scanner Work Stations-SWS followed by three digit number in continuation of the FAX cable number "E" above (one per office).
- Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office).

Identification labels shall be provided on the face plates of the cable termination boxes.

Conduct a continuity test on each installed cable.

Certify in writing that all data cables have continuity.

Identify the cable terminations for each device on the desk layout, and indicate the cable label for each cable.

Certify in writing that the cable termination codings are correct.

Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as built" status for electrical and data cabling, including an identification of all electrical and data circuits.

Discuss all cabling drawing with the local manager to assure that all marked-up drawings are clear and understood.

D. GENERAL

If the work is to be done in an existing, operating SSA office, the SSA operation must continue. The contractor must provide proper phasing of the work so as not to interfere with SSA operations.

8.9.5 IWS LAN/SOCIAL SECURITY ADMINISTRATION MODULAR FURNITURE INSTALLATION MODIFICATIONS TO SITE

Lessor's site preparation may include upgrading the electrical distribution system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system if the existing system is not adequate to meet needs as stated in this package. It shall also include installing new branch circuit wiring for convenience and IG receptacles and installing data cables for computer hardware. The quantity of computer equipment required by this package may increase the HVAC requirements.

The data communications equipment which is not based in the ADP room will be located in the general office area.

Site preparation modifications shall be completed in two phases.

- Phase I work involves upgrading the electrical distribution system and providing transformers, feeders and power panels as needed. This includes the installation of additional electrical ducts, conduit, and junction boxes near the modular furniture access points which will be identified on the designer's exact furniture layout and electrical schematic. It also includes upgrading the electrical system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system to meet needs as stated in this package, and installation of additional wiring/cabling from electrical power panels to junction boxes, telephone closets, and the Intelligent Workstation/Local Area Network (IWS/LAN) rack to access IWS/LAN workstations and printers. This phase of site preparation is to be completed prior to the installation of the modular furniture.
- Phase II work occurs during modular furniture installation completed by a government contractor. It is anticipated that the electrician's work will begin approximately half way through the furniture installation and will be completed no later than Sunday. The entire office (not just the reception area) must be operational Monday morning. The exact scheduling of the Phase II work will be discussed in detail at the pre-installation meeting about one month prior to the installation of the furniture. This phase involves installing data and telephone cabling (telephone cable will be installed by a telephone contractor provided by the government) as described below. The lessor is required to connect the pigtail leads from the modular furniture to the wiring in the junction boxes, test all the prewired receptacles in the modular furniture, install data cables in the modular furniture raceways, and terminate all the data cables with the specified connectors. All of the Phase II site preparation work must be coordinated and done in conjunction with the furniture movers, furniture installers, and the telephone installers. Once phase II work begins, it shall continue until the entire project is completed, including the installation of all modular furniture, electrical, data and telephone cabling. Exact schedules will be determined approximately one month before furniture installation occurs. The General Services Administration (GSA), the lessor, SSA, and contractors will meet to establish the schedule. It is anticipated that phase II work will be completed in 5 calendar days starting on Friday, proceeding through the weekend, and completed on Tuesday. The reception area must be ready for business on Monday.

Note: The telephone cabling is not a part of the lessor's site preparation, but site preparation work must be coordinated with and accommodate a telephone contractor (provided by the government) to do the necessary cabling for the telephone system.

A. BACKGROUND ON THE SPECIFICS OF ELECTRICAL, TELEPHONE, AND DATA CABLING OF MODULAR FURNITURE PANELS

SSA will install prewired modular furniture. The office space shall be prepared electrically to power the furniture. A plan indicating the furniture layout and computer equipment will be provided to GSA.

The furniture is fitted with isolated ground receptacles and convenience receptacles. A group of furniture workstations are connected together electrically and terminate into an eight wire flexible whip, of which only seven wires are used. The whips will be passed through power poles and left in ceiling space for termination to electrical junction boxes by the lessor's electrical contractor. In case the office space is provided with an underfloor duct system for power distribution, the furniture whips will be left at the floor for termination into floor mounted junction boxes by the lessor's electrical contractor.

1. The modular furniture will be provided with both electrified and nonelectrified panels.
2. The electrified panels will be provided with two separate metal raceways, one for power wiring and the other for data and telephone cables. Details of the modular furniture panels will be furnished to the successful offeror after lease award.
3. The raceway for power wiring will be located horizontally at the bottom of the furniture panel; the raceway for the data and telephone cables will be located horizontally at the top of the furniture panel.
4. The two raceways for power wiring, and for the data and telephone cables will be interconnected by vertical metal raceways at the corners and ends of some panels. These raceways are fitted with easily accessed raceway covers.
5. The modular furniture is provided with a prewired electrical system. The raceway is a plug-in type bus duct with a provision for plugging in power feed and receptacles. The bus duct has 8 conductors composed of four phase conductors, two neutral conductors, and two ground conductors.
 - a. SSA has chosen to use only 7 conductors. One of the phase conductors is not used. Two phase conductors, a neutral conductor, and an equipment ground conductor power two convenience outlet circuits. A third phase conductor, second neutral conductor, and an isolated ground conductor power an isolated ground receptacle circuit.

- b. The furniture manufacturers offer 6 types of NEMA 5-20 receptacles. These are identified by numbers 1 through 6. Each type of receptacle, when plugged into a bus duct, connects to a certain combination of phase, neutral, and ground conductors.
- c. SSA has opted to procure only three types of receptacles, which are No. 1, No. 2, and No. 5. Receptacles No. 1 and No. 2, when plugged into the bus duct of the modular furniture, connect to two different phase conductors, a common neutral conductor, and an equipment ground conductor. These are ivory in color and make up convenience outlets. Receptacle No. 5, when plugged into the bus duct of the modular furniture, connect to the third phase conductor, another neutral conductor, and the isolated ground conductor. These are orange in color and make up isolated ground outlets.
- 6. The modular furniture is also provided with empty raceways for telephone and data communication cabling to be utilized by SSA. The data cables installed in the bottom raceway along the power bus duct shall be kept to a minimum.
- 7. Panel schedules and circuit designator shall be provided for modular furniture isolated ground receptacles (type No. 5) and convenience receptacles (type No. 1 and type No. 2).
- 8. To accommodate the snap-in receptacles, the furniture panels will be prewired to meet the following requirements:
 - One circuit for a maximum of 10 No. 1 convenience duplex receptacles and 10 No. 2 convenience duplex receptacles to meet the requirements of the latest edition of the National Electric Code (NEC).
 - One dedicated circuit for no more than four IG duplex receptacles for four IWS/LAN workstations and image server.
 - No more than four IG outlets for four dot-matrix printers (line printers).
 - No more than two IG duplex receptacles for two laser printers and scanner workstations.
 - No more than an IG outlet for a FAX machine.

NOTE: Depending on the configuration of the space offered, the printers and possibly some of the IWS/LAN workstations may be located outside of the modular furniture configuration. The lessor must furnish and install data cabling, electrical wiring, and IG electrical outlets as described in the IWS/LAN sections of these special requirements in those locations.

- 9. The furniture panel manufacturer will provide power poles with pigtails as an integral part of the furniture panels which will be coordinated by the furniture installer with the reflected ceiling plan. The pigtails will extend about 2 feet from the top end of the power poles.
- 10. The electrical wiring to power pole raceways will consist of an electrical harness with 20-ampere capacity, UL approved, 8-wire system. The system can be connected to 120/208 volt, three phase service by using seven wires. (The pink wire is not used.) The system can also be connected to 120/240 volt, single phase service by using six wires. (The red and pink are not used.)
- 11. All the raceways for power, data and telephone will be provided with a safety ground in accordance with the latest edition of the NEC.

B. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE I

- 1. ELECTRICAL - The lessor shall:
 - a. Provide additional electrical power requirements such as transformers, power panels, and feeders as required to meet the anticipated power demands. If the office needs an air cooled step down transformer, it shall be located a minimum 8 feet away from the ADP room.
 - b. Determine the type of existing electrical service, e.g., 120/208 volts, 3 phase ; or 277/480 volts, 3 phase; or 120/240 single phase. Verify that building service and transformer are large enough for the additional electric load.
 - c. Provide Isolated Grounding System as indicated in SSA's Official Policy on the following pages.
 - d. Provide new power panels with an isolated grounding bus, sufficient number of circuit breakers (20 amp capacity each), and new power feeders.
 - e. Provide and install wall or floor receptacles for any IWS/LAN workstations, printers, and IWS/LAN rack outside of the modular furniture area. These will be shown on the designer prepared floor plans. An IG duplex receptacle is required for each IWS/LAN workstation and each printer, and two IG receptacles are required for the IWS/LAN rack. Provide branch circuit wiring from the electrical power panels not to exceed the dedicated circuit requirements listed in A. 8. above.
 - f. Provide and install additional electrical outlets and telephone outlets outside of the modular furniture area in accordance with GSA specifications and where shown on the designer prepared floorplan. These outside electrical outlets will be supplied at the ratio 1 for each 100 square feet of space. These outside telephone outlets will be supplied at the ratio of 1 for each 125 square feet of space.

- g. Furnish and install suitably sized junction boxes, sufficient to handle the load, above the ceiling (with conduit) in the vicinity of the feeding points of the modular furniture panels.
- h. Provide branch circuit wiring from power panels to the junction boxes combining circuits in different junction boxes and other IG duplex receptacles so as not to exceed the maximum limits indicated in A. 8. above. All the branch circuits for IG duplex receptacles in the ADP room associated with the IWS/LAN rack shall be connected to the circuit breaker on the same phase in the power panel.
- i. Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.
- j. Temporarily cap-off the wiring in the junction boxes until modular furniture installation. Make all connections in power panels and keep the circuit breakers off.
- k. Mark each circuit with the breaker number and the computer hardware (IWS/LAN workstation, printer, or IWS/LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves. Receptacles are to be marked with an alpha/numeric marking system approved by the SSA local manager. The type of marking device shall be approved by the SSA manager as well. It must be a permanent type of marking painted on or attached to, the cover plate of each receptacle. Identify receptacles on the electrical layout drawing with the same standard alpha/numeric marking system. It is especially important that all circuits be clearly identified at the breakers of the power panel, the junction boxes, and on the electrical layout drawing to preclude error and facilitate connections in Phase II of the project.

2. DATA CABLING - The lessor shall:

- a. Furnish and install data cables (Type 1A cables, IBM # 33G2772. In air plenum areas, cables must be Plenum rated Type 1A cable, IBM # 33G8220) from the IWS/LAN rack in the ADP room to each of the printers and IWS/LAN workstations leaving a 15-foot pigtail of cable from the end of the wireway at the floor near the LAN rack location in the ADP room with 2 feet of exposed braiding to terminate at the LAN rack. The cables shall be installed through ducts, conduits or plenum areas. Teflon cable must be used in plenum areas. Provide necessary conduits, ducts, surface - mounted raceways, etc., to protect cables from physical damage. Provide hangers and support for the cables in the plenum areas in accordance with industry standards.

Provide a suitable size wire trough (metal with hinged opening for accessibility) for 20% fill, from ceiling to floor in the ADP room for the data cables at the wall behind the LAN rack. The wireway shall have "L" shaped turn with a 6 inch extension at the floor to deliver the cables to the LAN rack.

The total length of each cable will vary in accordance with the equipment location, office layout, and space configuration. Equipment distribution will generally be uniform throughout the work area.

Five IBM Type 1A data cables, each 25 feet long, terminated at both ends with IBM Type 1A cable connectors to be given to the SSA office manager. These will be given to the IWS/LAN vendor for the interconnection of computer equipment in the LAN rack.

A total of 40 individual cables with connectors will be required.

- b. Provide and install connectors, IBM # 60G1070 suitable for IBM Type 1A cable.
- c. Leave enough cable length to be installed in designated raceways in the modular furniture panels plus 18-24 inches of slack end from furniture access hole to the surface mount box to each terminal or printer location.
- d. ALL the data cables shall be identified at both ends by labels with the following numbering scheme:
 - 1) Workstation cables - WS001, WS002, etc. (match the numbers with the modular furniture cubicle numbers).
 - 2) Workstations in training area - WST followed by three digit number in continuation of the workstation cable numbers under "A" above.
 - 3) Laser printers - LP followed by three digit number in continuation of the training workstation cable numbers under "B" above.
 - 4) Line printers - DP followed by three digit number in continuation of the form printer cable number under "C" above (one per office).
 - 5) FAX machine - FX followed by three digit number in continuation of the line printer cable number "D" above (one per office).
 - 6) Scanner Work Station-SWS followed by three digit number in continuation of the FAX cable number under "E" above (one per office).
 - 7) Image Server-IS followed by three digit number in continuation of the scanner work station number under "F" above (one per office.)

Identification labels shall also be provided on the face plates of the cable termination boxes.

- e. Neatly coil extra length cabling above the ceiling and properly support or store it to protect it from damage.

3. OTHER CONSTRUCTION

The lessor shall complete all other construction and alterations necessary to comply with this solicitation for offers. As phase II work, which is described below, is being completed the office must be ready for immediate use by SSA Personnel.

C. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE II

1. ELECTRICAL - The lessor shall:

- a. Connect the pigtails of the pre-wired furniture panels to the branch circuit wiring in the junction boxes.
- b. Turn on the circuit breakers in the power panels for the circuits feeding modular furniture and test each receptacle in the furniture to verify that it is energized and connected properly.
- c. Identify each receptacle in the modular furniture by circuit number and the power panel, and update the directory in the power panel. Provide details on the electrical layout schematic to show the "as-built" status for all of the receptacles. A copy of the "as-built" plans shall be provided to the local manager.
- d. Provide a grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below.

2. DATA CABLING - The lessor shall:

- a. Complete installation of the data cables from the IWS/LAN rack in the ADP room through the modular furniture panel raceways to each IWS/LAN workstation and each printer. Complete remaining installation of data cables outside of the modular furniture configuration.

NOTE: At the office end of the data cable, provide faceplates, IBM # 8310572. Provide surface mounted boxes at the IWS/LAN equipment located at columns or walls. Provide free standing single-device housings with a face plate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.

- b. Install Type A connectors (refer to IWS/LAN requirements above) at both ends of all data cables installed.
 - c. Make sure that both ends of each of the data cables are properly marked. Provide details on the electrical layout schematic to show the "as-built" status for all the data cables.
 - d. Conduct the following continuity tests on each installed data cable:
 - 1) For the central conductor from end to end.
 - 2) For body or casting of the Type A connector from end to end.
 - 3) Insulation test between the center pin and the body (casting) of the Type A connector.
 - e. Certify in writing that all data cables have continuity and no shorts.
 - f. Certify in writing that the data cable termination codes are correct. Provide copy of both certifications to the local SSA manager.
3. The lessor shall certify and submit the final "as-built" drawings, including the modular furniture wiring and cabling, to the local SSA manager.

All electrical/cabling work shall be performed in conformance with local electrical codes. Final approval of the work performed shall be made by the SSA local manager or the SSA RO representative.

D. SCHEDULING AND COORDINATION

1. Lessor shall coordinate the access to the office with the local manager where space is currently occupied.
2. SSA may arrange to have the telephone equipment vendor complete the necessary telephone site preparation (precabing) activities during Phase I.
3. Following completion of Phase I site preparation, the agency will notify the furniture manufacturer that the office is ready for furniture installation (Phase II) and schedule a pre-installation meeting with GSA, the furniture installer and the lessor. The meeting agenda will include clarification of Phase II activities, scheduling and determination of the specific Phase II installation start and end dates.
4. It shall be necessary for the lessor to have an adequate number of electricians on the job to keep pace with the furniture installers. Once the furniture installation begins on the designated date, the installation will proceed until the entire office has been completed.
5. All electrical/cabling work shall be completed in conformance with local electrical codes. Final approval of the work performed shall be made by GSA.

E. INSPECTION AND AS-BUILT PLAN REQUIREMENTS

1. A pre-occupancy inspection of the completed work is to be made with representatives of the lessor, general contractor, electrical contractor, GSA, and SSA present.
2. The lessor shall furnish to GSA within two weeks of occupancy, as-built drawings of the completed work that shows the following as a minimum:
 - a. All usual building features such as partitions, doors, electrical panels and receptacles, telephone outlets, fire extinguishers, water fountains and plumbing fixtures.
 - b. All IWS/LAN component locations and identification markings for the following:
 - 1) Special electrical panels and receptacles.
 - 2) All electrical junction boxes where any IWS/LAN circuit components have been combined.
 - 3) Data cable ends.
 - 4) Intrusion alarm controls, sensors and related devices, where applicable.
 - c. Any unusual features that may exist in addition to those listed above.

8.9.6 IWS LAN/DEFINITION OF TERMS SSA OFFICIAL POLICY

Use of the National Electric Code (NEC), Federal Information Processing Standards (FIPS) Publication 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits, Convenience Receptacle Branch Circuits, and a Description of the Modular Furniture Feeds.

1. NEC & FIPS PUB. 94

The NEC is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard person and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements. FIPS Publication 94 dated September 21, 1983 and published by the U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon use of both NEC and FIPS 94.

2. DEDICATED LINE

A dedicated line is a separate branch circuit which runs from an isolated ground (IG) receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. A dedicated circuit will not share phase, neutral or ground wires with any other circuits. It does not mean that each electrical device, such as a computer terminal, has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the workstation dedicated line. Further, a series of printers should have a separate dedicated line and each Intelligent Workstation/Local Area Network (IWS/LAN) rack should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can power ten convenience receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker and 12 amps for a 15-amp circuit breaker.

Each receptacle must be marked with the breaker number it is connected to. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.

3. ISOLATED GROUND (IG) - FOR RECEPTACLES

An IG in a branch circuit is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal.

The main building service ground is a point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. An IG should not run to an isolated earth ground or a water pipe.

This installation shall meet the requirements of FIPS PUB. 94 dated September 21, 1983, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the IWS/LAN equipment. The isolated ground is to be provided in addition to the electrical grounding as required by article 250 of the latest edition of the NEC, which is solely a safety requirement.

4. FEEDER AND BRANCH CIRCUIT

A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 3 wire 120 volt branch circuit for IG receptacles will have one phase wire connected to a circuit breaker, one neutral connected to the neutral bus in the panel, and one insulated ground wire connected to the isolated ground bus in the panel. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the NEC.

5. CONVENIENCE RECEPTACLES BRANCH CIRCUITS

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuit breakers of different phases. Consequently, two circuits connected to the same phase shall be provided with two separate neutral wires.

Therefore, a 4 wire 208 volt branch circuit will have two different phase wires, one neutral wire, and one equipment ground wire.

Similarly, a 5 wire 208 volt branch circuit will have three different phase wires, one neutral wire, and one equipment ground wire.

6. MODULAR FURNITURE FEED

A 7 wire 120/208 volt feed for the modular furniture will have one dedicated circuit and two convenience receptacle branch circuits. The dedicated circuit will have one phase wire, one neutral wire, and one IG wire. The two convenience receptacle branch circuits will have two phase wires, one neutral wire, and one safety ground wire. This safety ground wire will serve both the dedicated branch circuit and the convenience branch circuit.

7. IG RECEPTACLE CIRCUITING REQUIREMENT

No more than four IG receptacles for IWS/LAN workstations and image server per circuit.

No more than two IG receptacles for Laser printers and scanning work station per circuit.

Two IG receptacles each on a separate circuit for the IWS/LAN rack.

If additional information is desired or you have questions about this policy, you may contact DRSM's electrical engineer, Mr. Mulchand Lala, 410-965-4948.

8.9.7 IWS LAN/ATTACHMENTS

Reference Attachments 2.1-2.4 for Typical receptacle wiring diagrams.

Typical receptacle wiring in system furniture and typical IBM cable installation diagrams are available upon request.

9.0 SPECIFIC ROOM INFORMATION

The following paragraphs delineate the specific room type area and any special requirements.

9.1. PRIVATE OFFICES (JUN 1999)

Approximately 465 square feet total for three offices

- A. 3 private offices as follows: 1) A District Manager's office with 200 sq. ft., 2) An Assistant District Manager's office with 165 sq. ft., and 3) A Private Interview room with 100 sq. ft. Each will require a double pane observation window 48" wide and 36" high, with sill approximately 42" above the floor. Location in the partition will be indicated on the approved layout. Alternate window designs of different configuration which will enhance the appearance of the office or which represent a building standard configuration are acceptable. The installation of up to two interior windows will include installed drapes or mini-blinds.
- B. The door entrance to one private office, designated by the government as the manager's office, shall be equipped with a 5-pin, tumbler cylinder lock and strike plate. The lock shall be master keyed. The Government shall be furnished with at least two master keys for this lock.

9.2. ADP ROOM

Approximately 200 square feet each

A. Architectural

The entry door to the room shall be solid wood core or metal sheathed with hinges mounted inside the room. The room shall be secured with a six pin tumbler, off master lock with a deadbolt lock having a minimum throw of 1". All keys to the room shall be controlled by SSA. The floor covering shall be smooth vinyl tile. A carbon dioxide fire extinguisher is required. This room must be secure from other than Social Security Administration (SSA) employees; therefore, no equipment (example: electrical power panels) other than SSA equipment (data equipment, telephone equipment) can be placed in this room.

B. Heating, Ventilating and Air Conditioning (HVAC) Requirements

In general, the ADP Room shall be maintained at a temperature range of between 68°F and 78°F during office hours and no less than 55°F nor more than 80°F during non office hours, 24 hours per day, 7 days per week. Relative humidity will be maintained between 20 and 80 percent. The room shall be separately zoned and have its own separate thermostatic control inside the room. The HVAC system shall be designed to supply on the average 6 complete air changes per hour with a minimum of 20 percent fresh air.

Both the telephone system, as described in the "Telephone Equipment" paragraph in the TELEPHONE section of this Solicitation, and the computer equipment will be installed in the ADP Room.

9.3. MULTIPURPOSE ROOM

Approximately 480 square feet

A. Architectural

All walls surrounding the Multipurpose Room shall have minimum Sound Transmission Coefficient (STC) of 45 or better. The room shall have a chair rail surrounding the inside walls of the room pursuant to the specifications given in paragraph E of the "Reception Area" paragraph in the SPECIFIC ROOM INFORMATION section of this Solicitation. The door and frame construction shall be designed to meet the same STC requirement as the surrounding wall. The floor covering shall be vinyl tile around the sink area and carpet tiles in the remaining area.

B. Cabinets and Sink:

Provide a double basin stainless steel (equivalent to Elkay Celebrity GEGR-3321) with hot and cold water lines, drain, garbage disposal, paper towel holder and soap dispenser. The sink is to be mounted in wood cabinets with Formica brand (or equivalent) laminate counter with 4" back splash. Cabinets are to be divided into one 48" open cabinet (to meet ADA guidelines) for sink base and two 24" cabinets. The 24" cabinets are to have one adjustable shelf, full depth, one 6" high drawer and two 12" wide doors. Doors and drawers are to be provided with one 4" wire pull each. Upper cabinets are to be 96" in length, divided into 4 equal units and 26" high overall. Each unit is to have two adjustable shelves full depth and two 12" doors full height. Each door is to have one 4" wire pull. All finishes are to be Formica brand laminate (or equivalent). Finishes should be applied pursuant to Manufacturer's specifications to avoid laminate from separating from countertop.

Folding Wall:

C. An acoustically treated folding wall will be provided by the Lessor as an initial space alteration. The wall should be of a quality equal to, or better than, the Soundguard Model 37, manufactured by Holcomb and Hoke Manufacturing Company, Indianapolis, Indiana. The length of this partition will range between 15 to 30 linear feet.

D. Install three (3) dedicated duplex outlets on separate circuits in the multipurpose room.

9.4. STORAGE ROOM

Approximately 410 square feet

This room requires both resilient floor covering and vinyl wall covering. It should be constructed in accordance with the specifications for general office space.

9.5. EMPLOYEE RESTROOMS

Approximately 300 square feet

Both a men's and women's restroom shall be provided for exclusive use by SSA employees. This set of restrooms shall be directly accessible from the employee area and shall conform with all handicapped accessibility standards set forth in this Solicitation. The restrooms shall also conform to the requirements set forth in the "Restrooms" paragraph in the GENERAL MECHANICAL section and in the "Wall Covering: Physical Requirements" paragraph in the LAYOUT AND FINISHES section of this Solicitation.

9.6. RECEPTION AREA

Approximately 600 square feet

The Lessor is responsible for providing and installing the following reception room items:

A. Finishing Requirements

The reception area requires walk-off mats in entrances and lobbies. The maintenance, cleaning, replacement and storage of these mats, when not in use, is the responsibility of the lessor.

The reception area requires low maintenance floor tile. All tile shall meet specifications listed in Solicitation.

The vinyl wall covering in the reception area shall be kept in good condition and be replaced as necessary or every five (5) years, whichever comes first.

- B. Literature Display Rack
Provide two wall mounted literature display racks 36" wide x 24" high with either no pocket dividers or adjustable width dividers for forms and literature (equivalent or better than Model 436-2P or Model 433P from Peter Pepper Products, Inc. 17929 S. Susana Road, Compton, CA 90224, GSA Contract No: GS-OOF-3875A).
- C. Bulletin Board
Provide a wall mounted bulletin board with solid oak frame and 2 windowed doors with total dimensions of 36" high and 48" wide (equal to or better than model QRT-364 from Nationwide Office Supply, 44 Sea Cliff Avenue, Glen Cove, NY 11542) or (equal to or better than Model No. 308-RC from Claridge Company, Palatine, Illinois, telephone: (847) 991-8822).
- D. Signs
Provide up to six professionally prepared signs with wording such as "No Smoking," "Take a Number And Be Seated," "Social Security Numbers," etc. Use of universally recognized symbols is encouraged. Exact wording will be provided by local management.

Wording will be either in English, Spanish or possibly another foreign language. The preferred colors for English signs are white lettering on a royal blue background. Preferred colors for Spanish signs is royal blue lettering on a white background.

Signs are to be installed on the wall or hung from the ceiling. They should be at least 12" high and 18" wide and have rounded corners. Signs should be equal to or better than Module 9.1 provided by Interface Architectural Signage, Inc., 5320 Webb Parkway, Lilburn, Georgia 30247.

- E. Chair Rail
Furnish and install a chair rail, materials and finish to be consistent with area decor, on the inside walls as shown on an approved floor plan. The chair rail should be installed at a height from the floor sufficient to prevent standard chair backs from damaging the wall. Chair rail should be equal to or better than 2700 Chair Rail/Wall Guard provided by Institutional Products Corporation, 5.80W.18766 Apollo Drive, PO Box 406, Muskego, Wisconsin 53150, telephone: (414) 679-9010.

9.7. VIDEO TELECONFERENCE ROOM

Approximately 380 square feet.

A. Sound

The ambient noise from mechanical equipment shall not exceed noise criteria (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms. All partitioning surrounding the video teleconference room shall have a sound transmission coefficient (STC) rating of 45. The wall surface color shall be light blue/grey flat. All doors shall have gaskets and sweeps. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. All duct penetrations into the room shall be baffled so as not to compromise the STC or ambient noise requirements. Low velocity systems are necessary to minimize equipment and system generated noise.

B. Electrical, Lighting and Telephone Requirements

Electrical

Special duplex outlets (not to exceed three) on dedicated circuits for video teleconferencing (VTC) equipment will be required. For the VTC equipment within the room, at a minimum, there shall be one duplex receptacle. The duplex receptacles should be 20 amps, 125 volts. It shall be located within three feet of the VTC equipment, on the short wall of the room. It shall be wired to a dedicated 20 amp, one pole circuit breaker. There shall be a similar circuit provided for the Codex unit, wherever it is installed. Dedicated circuits shall be located at the convenience panel.

Telephone

A separate telephone line (outlet) shall be provided within the Video Teleconferencing Room.

Lighting

Lighting in the room shall be 2'x2' 9 cell parabolic fluorescent light fixtures with 3" deep louvers or 2'x4' 18 cell parabolic fluorescent light fixtures with 3" deep louvers to provide a minimum uniform lighting level of 60 foot candles. Downlights shall be HALO low voltage H-1499T (or equivalent) recessed incandescent with reflector H-1421C (or equivalent) located on four foot intervals above the conference table. Participants shall have the ability to adjust the lighting level in these specific areas to 100 foot candles, capable of dimming to 80 foot candles. There shall be parabolic louvers/lenses, designed to minimize wall shadows. These lights will illuminate the entire room. Lamps shall be non-energy saving type. The lamps shall be located in such a configuration and pattern so as not to produce glare on the monitor as seen from the conference table and still provide adequate light on the conference table and participants. For video teleconferencing purposes, the other areas of the room, i.e. behind the conference table and over the equipment and monitor, would be best at the 60 foot-candle range.

There shall be dimable downlights or wallwashers (see above specs.) at four (4) foot intervals located at one end of the room where the white board will be installed to illuminate the writing surface.

C. Dry Marker Board

Install a 36" high dry marker board across the length of one wall of the video teleconference room. The dry marker board shall be a Greensteel or equivalent board which is 3/4" particle board with 22 gauge face sheet and porcelain writing surface. Butt joints are to be splined. Color DMB-7 (white) with black plastic Tee-edge molding (#551T). The board must have an eraser shelf.

D. Heating Ventilating and Air Conditioning (HVAC)

Separately zoned heating, ventilating, and air-conditioning meeting the standards delineated in this solicitation and conforming with ASRAE must be provided. All duct penetrations shall be baffled so as not to compromise the STC requirement for this room. Low velocity systems are necessary to minimize equipment and system generated noise. It is preferable to locate the Codec unit outside of the room. Wherever the Codec unit is to be installed, the heat gain generated by it should be accounted for in the HVAC requirement calculations.

When the Codec unit (provided by the Government) is installed, it will require the following environmental conditions to ensure proper operation: Operating Temperature shall range between 50 to 104 degrees F (10 to 40 C); Storage Temperature shall range between 32 to 158 degrees F (0 to 70 C); and, Relative Humidity shall range between 15 to 95% non-condensing). The typical heat dissipation of a Codec unit is 1,700 BTU's per hour.

Temperatures within the room must be maintained at normal comfort levels specified in this solicitation. Consideration must be given to the output of the Codec unit, and heat dissipation of the occupants of the room. (A person at rest emits 450 to 500 BTU's of heat. The room will hold between 10 to 15 people at any one time for training sessions and/or conferences.)

E. If required, the Government shall have the option of installing a satellite dish on the roof. The Lessor's approval, which shall not be unreasonably withheld shall be obtained in advance of exercising this option. All site preparation, installation and maintenance shall be at the expense of the Government. There shall be no rental increase if this option is exercised by the Government and approved by the Lessor.

10.0 SERVICES, UTILITIES, MAINTENANCE

10.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

10.2. NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending 7:00 a.m. until 6:00 p.m. except Saturdays, Sundays, and Federal holidays.

10.3. OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

10.4. OVERTIME USAGE (JAN 1997)

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- (c) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to all orders for overtime services.
- (d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

10.5. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

10.6. UTILITIES: SEPARATE FROM RENTAL (JAN 1997)

- (a) The Offeror must specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror must obtain a statement from a registered professional engineer stating that all heating, ventilation, air conditioning, plumbing, and other energy intensive building systems can operate under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ASHRAE Standard 90.1, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings, or more restrictive local/state codes.
- (b) The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements (see "Mechanical, Electrical, Plumbing" section of this solicitation).

10.7. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies.

10.8. JANITORIAL SERVICES (JAN 1997)

Cleaning and all routine office maintenance activities must be conducted during routine business hours of 8:00 a.m. to 4:30 p.m.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

DAILY:

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

THREE TIMES A WEEK:

Sweep or vacuum stairs.

WEEKLY:

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

EVERY TWO WEEKS:

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

MONTHLY:

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

THREE TIMES A YEAR:

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

TWICE A YEAR:

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

ANNUALLY:

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

EVERY TWO YEARS:

Shampoo carpets in all offices and other non-public areas.

EVERY FIVE YEARS:

Dry clean or wash (as appropriate) all drapes.

AS REQUIRED:

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate; using Integrated Pest Management techniques.

10.9. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

10.10. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

10.11. SECURITY

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased during duty hours.

10.12. SECURITY: ADDITIONAL REQUIREMENTS

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

10.13. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

10.14. LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

11.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

11.1. OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

11.2. FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

11.3. SPRINKLER SYSTEM (OCT 1996)

- (a) If any portion of the offered space is on or above the 6th floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 BOMA Usable Square Feet of space in the offered building, then the entire building must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)
- (c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

11.4. MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

11.5. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

11.6. ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.

11.7. ASBESTOS (OCT 1996)

- (a) Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this "Asbestos" paragraph, "space" includes the space offered for lease, common building areas and ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- (b) Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- (c) Space with ACM of any type or condition may be upgraded by the offeror to meet the conditions described in subparagraph (a) by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.
- (e) Management plan. If space is offered which contains ACM, the offeror must submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan must conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, at least 4 weeks prior to the abatement work.

11.8. INDOOR AIR QUALITY (OCT 1996)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

11.9. RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 pCi/liter. After the initial testing, a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

11.10. RADON IN AIR (OCT 1996)

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."
- (b) Initial testing:
 - (1) The Lessor shall test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
 - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.
- (c) Corrective action program:
 - (1) Program initiation and procedures:
 - (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
 - (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
 - (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
 - (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
 - (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.
- (d) Testing procedures:
 - (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
 - (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

11.11. RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon in Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

11.12. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

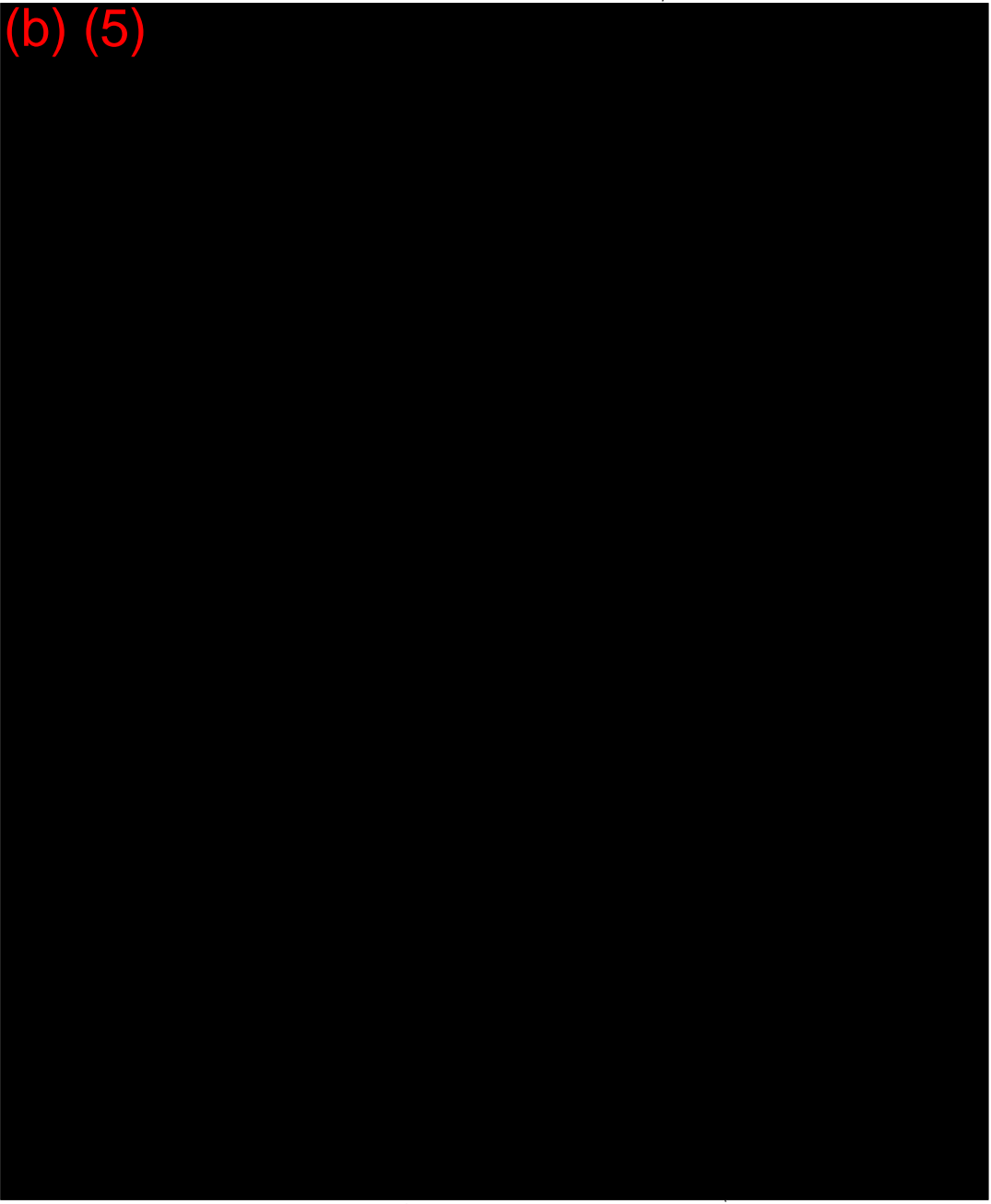
11.13. RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

12.0 ATTACHMENTS

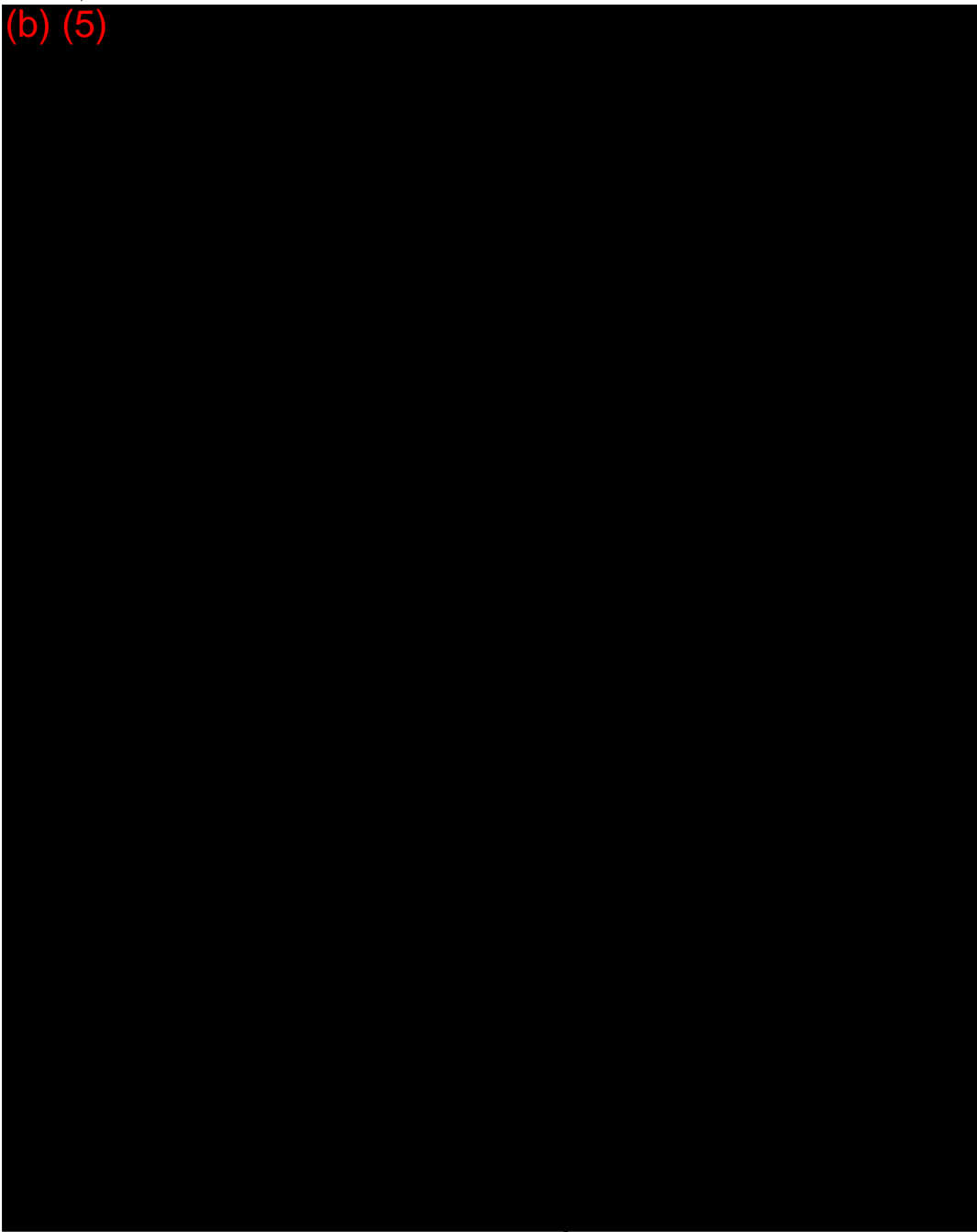
12.1. ATTACHMENT No. 1

(b) (5)



12.2. ATTACHMENT No. 2

(b) (5)




12.3. ATTACHMENT No. 3

(b) (5)

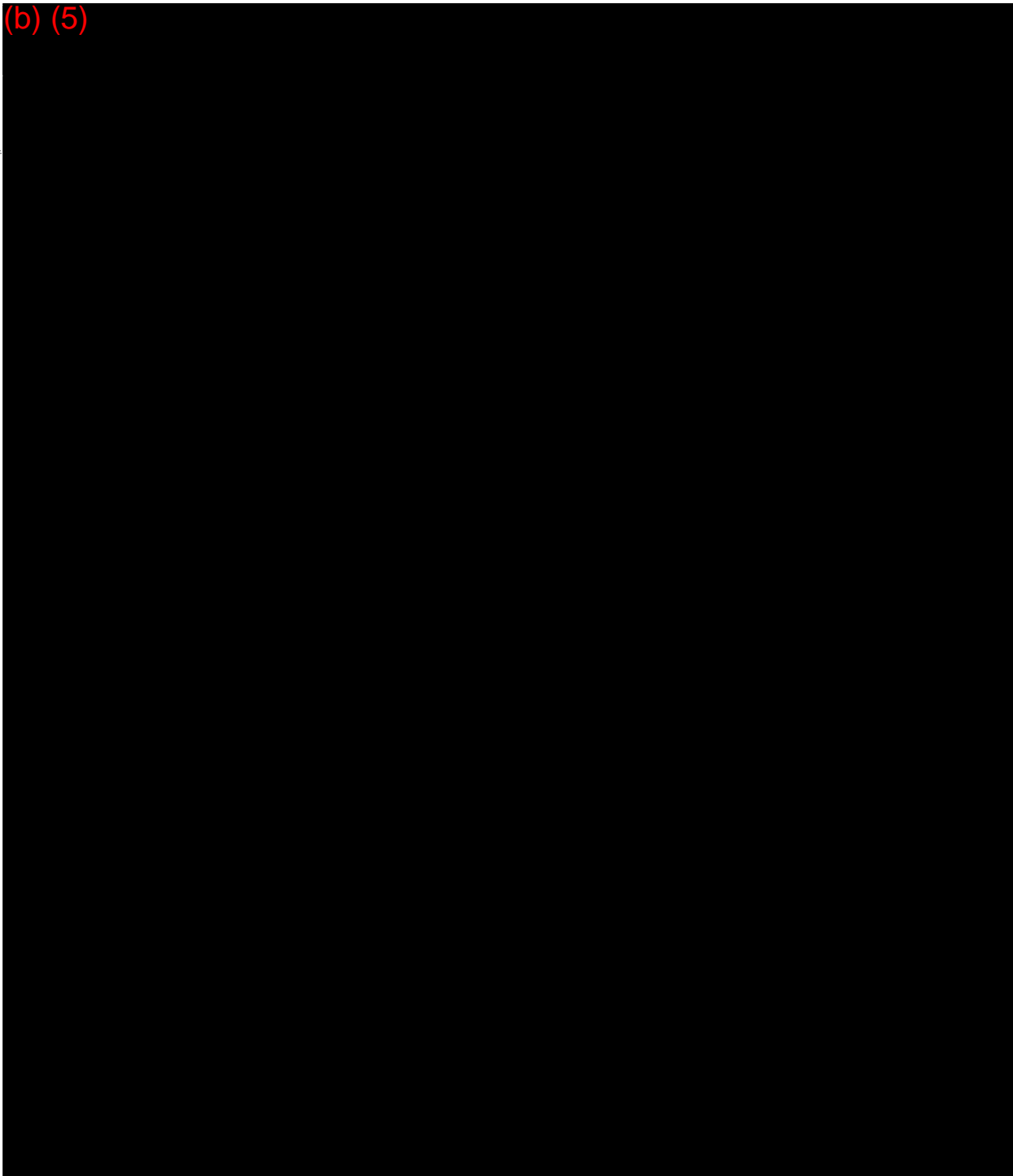


12.4. ATTACHMENT No. 4

(b) (5)



(b) (5)



04

TYPE "B" PARTITION

3'-1'-0"

INITIALS:

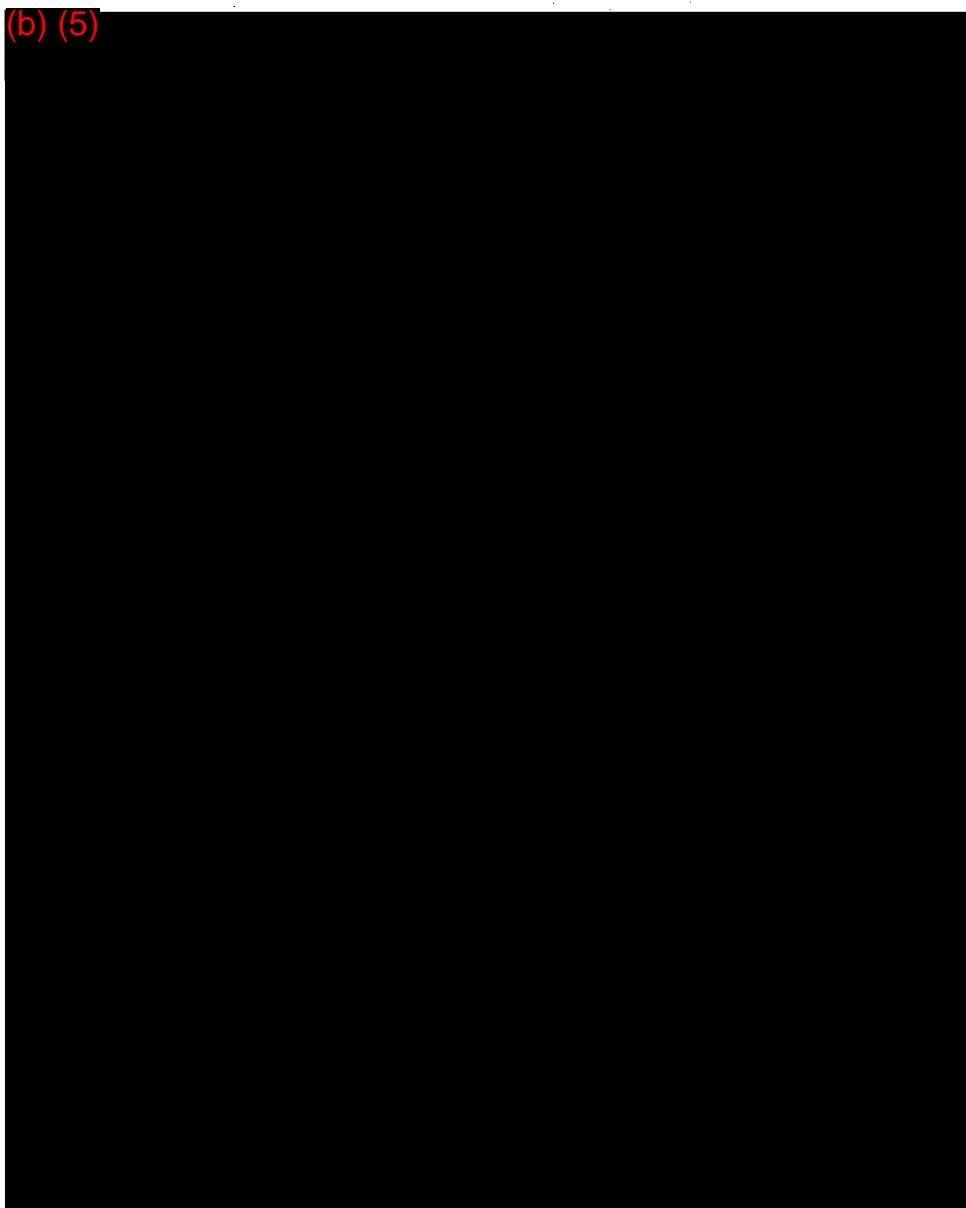

LESSOR

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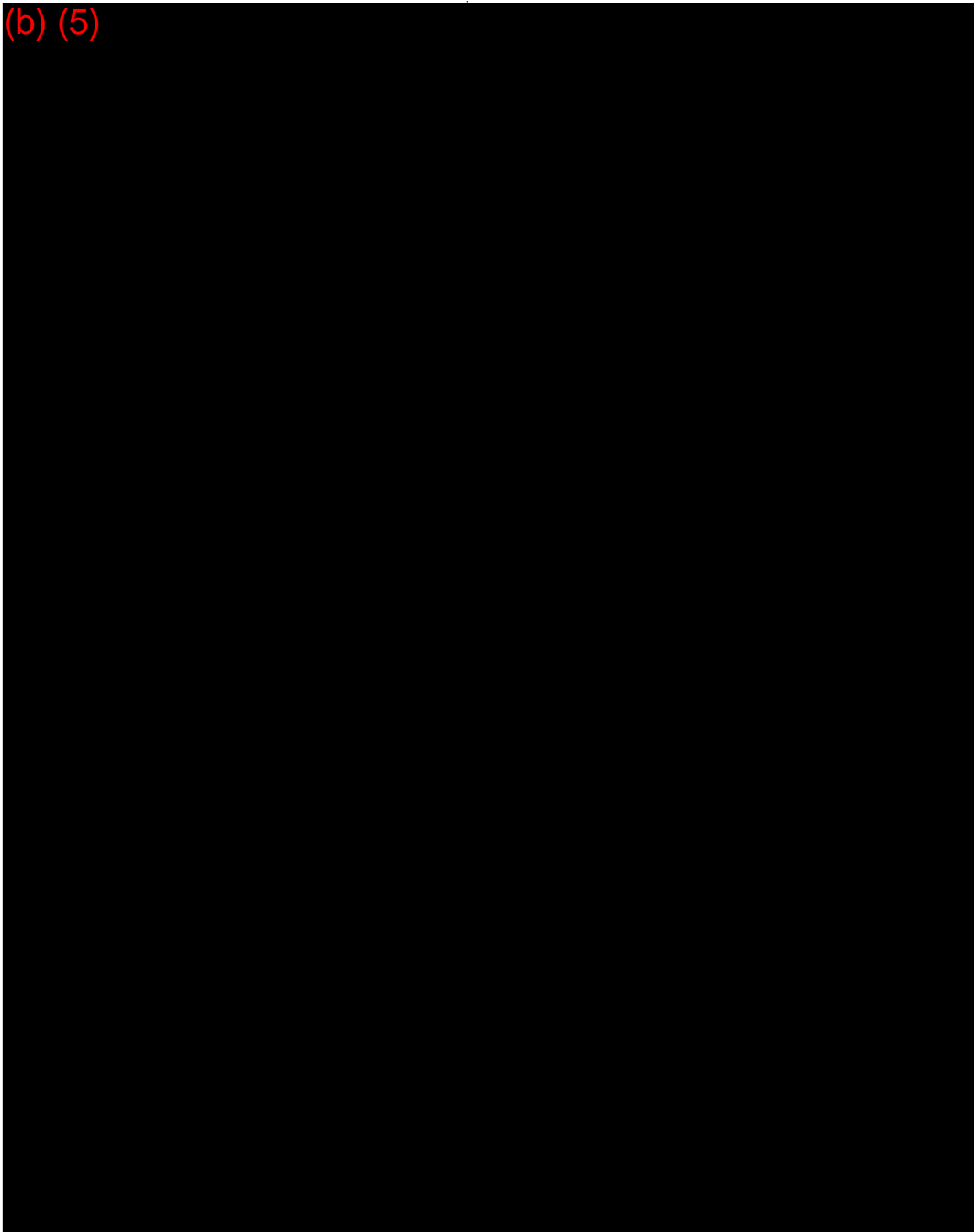

GOVT

12.6. ATTACHMENT No. 6

(b) (5)



(b) (5)



IWS - LAN RACK GROUNDING DETAIL

12.8. ATTACHMENT No. 8

CABLE IDENTIFICATION

All cables shall be labeled with eleven numeric digits at both ends of the cable and on the outlet plate according to the eleven digits of the cable number.

All communication outlets at the workstation shall be labeled with the eleven digit cable number in the following manner:

RR = Regional Code

BB = Building Code

FF = Building Floor

WW = Wiring Center

XXX = Device Number

An example of this labeling scheme is demonstrated below:

09-5602-01001

Region = 09
Building = 56
Floor = 02
Wiring Closet/Center = 01
Device Number = 001

(rev. 7/22/97)

AMENDMENT NO. 1
GS-05B-16504
ANDERSON, INDIANA

Paragraph 6.6 of the Solicitation for Offers regarding the toilet fixture requirements have been amended to state the following:

TOILET FIXTURE REQUIREMENTS

	<u>Men</u>			<u>Women</u>	
	Water Closets	Urinals	Lavatories	Water Closets	Lavatories
Employee	<u>2</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>2</u>
Visitors	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

ACKNOWLEDGED BY:
NAME: (b) (6)
TITLE: Owner
DATE: 12/8/99

LESSOR: MB
GOV'T: cde

(b) (4)

November 1, 1999

(b) (4)

President
Simborg Development Inc.

(b) (4)

Re: Social Security Administration Office Building
Anderson, Indiana

Dear Mr. Simborg:

Please accept this letter to propose that upon receipt of a satisfactory lease (deemed satisfactory by (b) (4) ("Bank") the Bank would be willing to lend approximately (b) (4) toward the construction of the proposed 13,000 sq. ft. facility located in Anderson, Indiana. Specific terms of the credit facility, including loan fees and interest rate will require negotiation.

As discussed this letter constitutes a conditional commitment and any formal loan request would be subject to approval of the standard underwriting considerations customary for a transaction of this type and consistent with previous projects approved for Simborg Development, Inc.

Should you have any further questions, please call.

(b) (6)

Lorene Pappas
Vice President/ Commercial Lending

ly

LESSOR: MSGOV'T: cde

(b) (4)

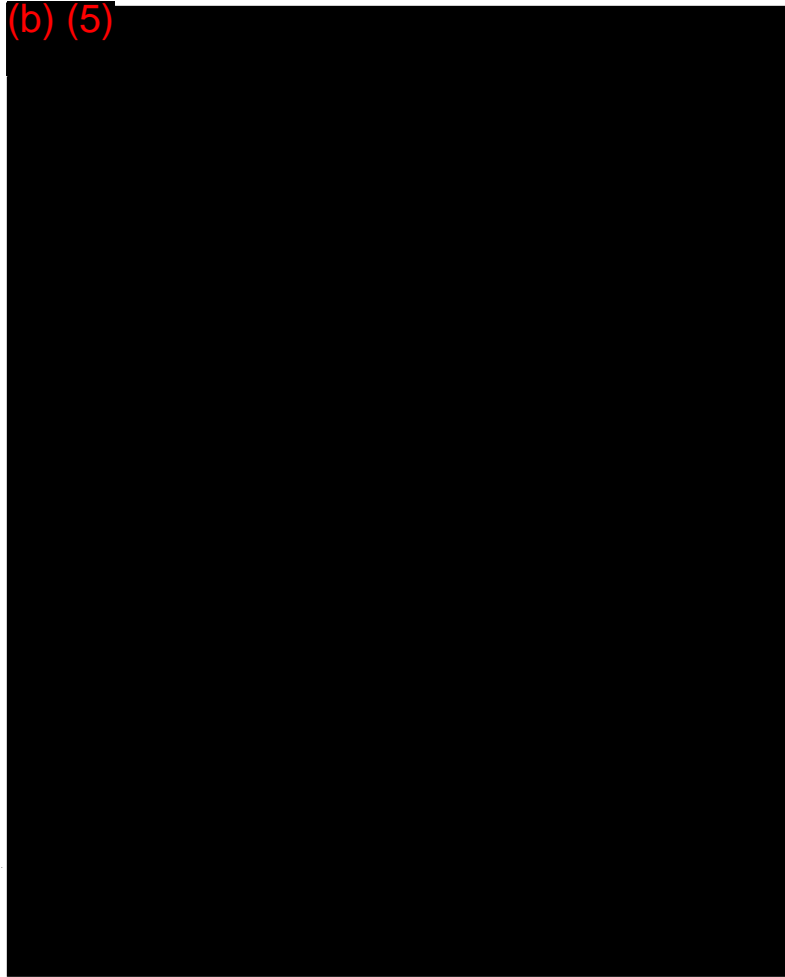
(b) (4)

- FAX (b) (4)

TECHNIQUES FOR NEW HOME CONSTRUCTION PASSIVE SYSTEM

The techniques described below have proven to be effective in reducing the entry of radon gas into a home and preparing the home for easy installation of an active radon control system. This approach utilizes barriers to radon entry and stack effect reduction techniques to reduce the rate of radon entry, plus the installation of a PVC pipe running from beneath the slab to the roof. The radon is drawn from beneath the slab into the stack and vented into the air above the roof where it dissipates. All new homes should be tested to ensure that the passive system has lowered the radon level below 4 pC/L. If the level is above 4 pC/L, the system can be modified by the addition of a fan and warning device (see other side).

(b) (5)



1. Layer of gas permeable material, such as clean gravel, 4" thick.
2. Continuous layer of polyethylene sheeting under entire slab, overlapped at seams, to serve as a soil-gas-retarder.
3. Sealing and caulking of any openings through the slab and foundation walls, such as drains, sumps, utility penetrations, and floor-wall joints to retard soil-gas entry.
4. Installation of 3"-4" PVC pipe that extends from the gas permeable layer to the roof.
5. Roughed-in wiring for later installation of fan and system-failure warning device, if radon test shows elevated levels.

LESSOR: MS

GOV'T: cde

CERTIFICATE OF PROCUREMENT INTEGRITY

- (1) I, William Schorsch (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement GS-05B-16504 (solicitation number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of Mitchell Simborg (Name of Offeror) who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet)), ENTER "NONE" IF NONE EXISTS

- (4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(b) (6)

[Redacted signature area]

2/28/00

[Signature of officer or employee responsible for offer]

Date

William Schorsch

[Typed name of officer or employee responsible for offer]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

LESSOR: JS

GOV'T: cde

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
 - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
 - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
 - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting

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Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

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17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

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22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.



(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with

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the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
 - (1) The lease number to which this notice applies.
 - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

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26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost

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employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--

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- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.
31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- (Applies when cost or pricing data are required for work or service exceeding \$500,000.)
- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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- (ii) An offset shall not be allowed if--
 - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
 - (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.
32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)
- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
 - (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
 - (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
 - (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or

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- (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

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- (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date, that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government

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to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who--

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Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

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- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
 - (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
 - (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (a) General.
 - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment
 - (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.
 - (b) Postings.
 - (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
 - (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

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- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
42. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)
- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor;
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;

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- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract--
 - (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
 - (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--
 - (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
 - (ii) No material change in disadvantaged ownership and control has occurred since its certification;

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(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) "Small business concern owned and controlled by women" means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

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- (2) A statement of--
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
 - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.

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- (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a

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commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number GS-05B-16504	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
 (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
 (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it—

(i) ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]
 Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☒ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

- (c) Definitions. Small business concern, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as use in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more women; and
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference

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programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **Representation.** [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It ☒ has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [] has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Mitchell Simboes & William Schoeseh [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

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(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--
 - (A) Are [] are not [X] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [] have not [X], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are [] are not [X] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has [] has not [X], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

- (a) Definitions.

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"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- * TIN: (b) (4)
- * TIN has been applied for.
- * TIN is not required because:
- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- * Offeror is an agency or instrumentality of a foreign government;
- * Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- * Sole proprietorship;
- * Partnership: Not a corporate entity;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____

(f) Common Parent.

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- * Name and TIN of common parent:

Name _____
TIN _____

9. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: _____

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) Anderindy LLC 1149 W. 175th Street (b) (6) 30	Telephone Number 708/799-4900 5/8/00 Date
--	--	--

INITIALS: MB & cde
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Superseded General Decision No. IN980002

State: Indiana

Construction Type:
BUILDING

County(ies):

ADAMS	GRANT	MORGAN
ALLEN	HAMILTON	NOBLE
BARTHOLOMEW	HANCOCK	SHELBY
BENTON	HENDRICKS	STEUBEN
BLACKFORD	HOWARD	TIPPECANOE
BOONE	HUNTINGTON	TIPTON
CARROLL	JAY	WABASH
CASS	JOHNSON	WARREN
CLINTON	MADISON	WELLS
DE KALB	MARION	WHITE
DELAWARE	MIAMI	WHITLEY
FOUNTAIN	MONROE	
FULTON	MONTGOMERY	

BUILDING CONSTRUCTION (does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/1999
1	04/02/1999
2	04/16/1999
3	05/07/1999
4	06/04/1999
5	07/02/1999
6	07/09/1999
7	07/23/1999
8	09/03/1999

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COUNTY(ies):

ADAMS	GRANT	MORGAN
ALLEN	HAMILTON	NOBLE
BARTHOLOMEW	HANCOCK	SHELBY
BENTON	HENDRICKS	STEUBEN
BLACKFORD	HOWARD	TIPPECANOE
BOONE	HUNTINGTON	TIPTON
CARROLL	JAY	WABASH
CASS	JOHNSON	WARREN
CLINTON	MADISON	WELLS
DE KALB	MARION	WHITE
DELAWARE	MIAMI	WHITLEY
FOUNTAIN	MONROE	
FULTON	MONTGOMERY	

ASBE0018P 06/01/1999

	Rates	Fringes
BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:		

ASBESTOS WORKER/INSULATORS:

(includes application of all
insulating materials, protective
coverings, coatings and finishings
to all types of mechanical
systems)

23.48 7.44

HAZARDOUS MATERIAL HANDLERS

(includes preparation, wettings,
stripping, removal, scrapping,
vacuuming, bagging & disposing of
all insulation materials, whether
they contain asbestos or not, from
mechanical systems

13.80 4.00

* ASBE0041B 07/01/1999

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

ASBESTOS WORKER/INSULATORS:

(includes application of all
insulating materials, protective

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coverings, coatings and finishings to all types of mechanical systems)	21.89	7.20
HAZARDOUS MATERIAL HANDLERS (includes preparation, wettings, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	13.80	4.00

ASBE0075P 06/01/1999

	Rates	Fringes
CASS, FULTON AND WHITE COUNTIES:		

ASBESTOS WORKER/INSULATORS: (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	24.59	5.65
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HAZARDOUS MATERIAL HANDLERS (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	13.80	4.00
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BOIL0374B 10/01/1997

	Rates	Fringes
BOILERMAKERS	23.80	8.85

BRIN0002P 06/01/1998

	Rates	Fringes
FORT WAYNE		

ADAMS, ALLEN, DEKALB, HUNTINGTON,
NOBLE, STEUBEN, WELLS AND WHITLEY
COUNTIES:

TILE, MARBLE & TERRAZZO FINISHERS	15.57	3.13
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TERRAZZO GRINDER FINISHER	15.87	3.23
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BRICKLAYER, STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER	20.81	6.25
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TILE SETTERS AND MARBLE MASON MECHANIC	20.65	1.78
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09/03/1999

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* BRIN0003B 06/01/1999

INDIANAPOLIS

Rates

Fringes

BOONE, HANCOCK, HENDRICKS,
JOHNSON, MARION, MONTGOMERY,
MORGAN AND SHELBY COUNTIES:BRICKLAYER, STONE MASON,
POINTER, CAULKING

22.95

5.00

TILE, MARBLE SETTER

24.98

4.07

TERRAZZO WORKER

24.53

5.12

FINISHERS (Terrazzo Worker,
Mosaic Worker)

19.84

2.90

* BRIN0011A 06/01/1999

LAFAYETTE

Rates

Fringes

BENTON, CARROLL, CLINTON,
FOUNTAIN, TIPPECANOE,
WARREN and WHITE COUNTIES:BRICKLAYERS, STONE MASON,
POINTER-CLEANER-CAULKER,
MOSAIC

21.04

5.84

TILE & MARBLE SETTER

24.98

4.07

TERRAZZO WORKER

24.53

5.12

TILE & MARBLE FINISHER

16.27

2.90

TERRAZZO FINISHER

19.84

2.90

BRIN0018C 06/01/1999

SOUTH BEND CHAPTER

Rates

Fringes

CASS, FULTON, GRANT, HOWARD, MIAMI
AND WABASH COUNTIES:BRICKLAYER, MASON AND
POINTER, CLEANER & CAULKERS

21.60

5.87

MARBLE, TILE LAYER &

TERRAZZO WORKERS

19.20

4.52

TILE, TERRAZZO AND

MARBLE FINISHERS

17.75

4.10

* BRIN0019A 06/01/1999

Rates

Fringes

LESSOR: MS

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09/03/1999

GOV'T: ede

MUNCIE CHAPTER

BLACKFORD, DELAWARE, HAMILTON,
JAY, MADISON AND TIPTON COUNTIES:

BRICKLAYERS, STONE MASONS,	20.74	7.15
POINTER, CLEANER & CAULKER		
TILE & MARBLE SETTER	24.98	4.07
TERRAZZO WORKER	24.53	5.12
TILE & MARBLE FINISHER	16.27	2.90
TERRAZZO FINISHER	19.84	2.90

BRIN0025P 05/01/1999

	Rates	Fringes
BLOOMINGTON		

BARTHOLOMEW AND MONROE COUNTIES:

BRICKLAYERS, STONE MASONS	20.77	5.05
TILE & MARBLE SETTER	24.18	4.07
TERRAZZO WORKER	23.73	5.12
TILE & MARBLE FINISHER	13.97	2.90
TERRAZZO FINISHER	14.94	2.90

CARP0088P 06/01/1999

	Rates	Fringes
BLACKFORD, DELAWARE, JAY AND MADISON COUNTIES		

CARPENTERS:

Carpenters, Drywall Installers,		
Piledrivers	20.93	5.68
Soft Floor Layers	20.05	5.25
Millwrights	20.83	7.53

BOONE, FOUNTAIN, HENDRICKS, MONROE,
MONTGOMERY AND MORGAN COUNTIES

CARPENTERS:

Carpenters, Drywall Installers,		
Piledrivers	21.22	5.68
Soft Floor Layers	20.05	5.25
Millwrights	20.83	7.53

CARP0107A 06/01/1999

	Rates	Fringes
ADAMS, CASS, FULTON, GRANT, HOWARD, HUNTINGTON, MIAMI, TIPTON, WABASH, AND WELLS COUNTIES:		

CARPENTERS	18.68	4.79
MILLWRIGHTS and PILEDRIVERS	19.18	4.54

LESSOR: MS

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09/03/1999

GOV'T: cde

CARP0110B 06/01 1999

ALLEN, DEKALB, NOBLE, STEUBEN
AND WHITLEY COUNTIES:

Rate

Fringes

CARPENTERS	19.53	4.79
MILLWRIGHTS AND PILEDRIVERS	19.68	4.54

CARP0111B 06/01/1999

Rates

Fringes

BARTHOLOMEW, JOHNSON (Townships of Union, Hensley, Franklin,
Nineva, Needham and Blue River), SHELBY COUNTIES

CARPENTERS		
Carpenters, Drywall Insallers,		
Piledrivers	19.69	5.68
Soft Floor Layers	20.05	5.25
Millwrights	20.83	7.53

* CARP0215A 06/01/1999

Rates

Fringes

BENTON, CARROLL, CLINTON,
TIPPECANOE, WARREN AND
WHITE COUNTIES:

CARPENTERS	20.59	6.88
MILLWRIGHTS	20.94	6.88

CARP1020A 06/01/1999

Rates

Fringes

HAMILTON, HANCOCK, JOHNSON (Townships of White River, Pleasant
and Clark), MARION

CARPENTERS:		
Carpenters, Drywall Installers,		
Piledrivers	22.68	5.68
Soft Floor Layers	20.05	5.25
Millwrights	20.83	7.53

* ELEC0305P 06/01/1999

Rates

Fringes

ADAMS, ALLEN, DE KALB, HUNTINGTON,
NOBLE, STEUBEN, WELLS AND WHITLEY
COUNTIES:

ELECTRICIANS	23.68	4.35+11%
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ELEC0481P 06/01/1999

Rates

Fringes

BARTHOLOMEW, BOONE, HAMILTON,

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09/03/1999

GOV'T: cde

HANCOCK, HENDERSON, JOHNSON,
MADISON, MARION, MONTGOMERY,
MORGAN AND SHELBY COUNTIES:

ELECTRICIANS	24.75	3.37+20.1%
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ELEC0538P 12/01/1998

	Rates	Fringes
FOUNTAIN AND WARREN COUNTIES:		

ELECTRICIANS	22.71	7.30+3.75%
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* ELEC0668P 06/01/1999

	Rates	Fringes
BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES:		

ELECTRICIANS	24.20	4.25+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day

* ELEC0725F 09/01/1999

	Rates	Fringes
MONROE COUNTY		

COMMUNICATION SYSTEM TECHNICIAN	18.70	3.80+3%
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Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELEC0725P 06/01/1999

	Rates	Fringes
MONROE COUNTY:		

ELECTRICIANS	24.00	7.07
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ELEC0855P 01/01/1999

	Rates	Fringes
BLACKFORD, DELAWARE AND JAY COUNTIES		

ELECTRICIAN	\$23.35	5.95+3%
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* ELEC0873P 03/01/1999

LESSOR: MS

Rates	Fringes
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GOV'T: cd

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09/03/1999

CLINTON, GRANT, HOCKESSY RD, MIAMI,
TIPTON AND WABASH COUNTIES:

ELECTRICIANS	24.65	6.50+4.5%
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ELEV0034C 07/04/1999

	Rates	Fringes
BARTHOLOMEW, BENTON, BLACKFORD, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JAY, JOHNSON, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, WABASH, and WARREN		

ELEVATOR CONSTRUCTORS:

MECHANIC	25.295	6.675+a+b
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FOOTNOTES:

- a. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.
 - b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day plus the Friday after Thanksgiving Day.
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* ELEV0057B 09/01/1999

	Rates	Fringes
CASS, FULTON AND WHITE COUNTIES:		

ELEVATOR MECHANIC	23.365	6.935 a+b
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FOOTNOTES:

- a. EMPLOYER CONTRIBUTES 8% BASIC HOURLY RATE FOR 5 YEARS OR MORE OF SERVICE OR 6% BASIC HOURLY RATE FOR 6 MONTHS TO 5 YEARS OF SERVICE AS VACATION PAY CREDIT.
 - b. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; FRIDAY AFTER THANKSGIVING DAY; CHRISTMAS DAY.
-

ENG10103H 06/01/1999

	Rates	Fringes
BENTON, CARROLL, CASS, CLINTON, GRANT, HOWARD, MIAMI, TIPPECANOE, TIPTON, WABASH AND WHITE COUNTIES		

POWER EQUIPMENT OPERATORS:

GROUP 1	21.46	6.92
GROUP 2	18.46	6.92
GROUP 3	16.16	6.92

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

LESSOR: MS

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09/03/1999

GOV'T: cde

GROUP 1: A-Fram, Winch Truck, Air Compressor (over 600 cu.ft., Air Tugger, Auto Blade (CMI), Auto Patrol, Backhoe, Ballast Regulator (RR), Batch Plant (electrical control concrete), Bending Machine (pipe), Bituminous Plant (engineer), Bituminous Plant, Bituminous Mixer Travel Plant, Bituminous Paver, Bituminous Roller, Buck Hoist, Bull Dozer, Cable Way, Chicago Boom, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Paver, Concrete Pump (crete), Crane, Craneman, Crusher Plant, Derrick, Derrick Boat, Dinkey, Dope Pots (pipeline), Dragline, Dredge Operator, Dredge Engineer, Drill Operator, Elevating Grader, Elevator, Ford Hoe (or similar type equipment), Forklift, Formless Paver, Gantry Crane, Gradall, Grademan, Grout Pump, Helicopter Crew, Heterington Paver, High-Lift, Hoist, Hopto, Hough Loader (or similar type), Hydro Crane, Hydro Hammer, Locomotive Crane, Locomotive, Mechanic, Mobile Mixer, Motor Crane, Mucking Machine, Multiple Tamping Machine (rr), Overhead Crane, Pile Driver, Pulls, Push Dozer, Push Boats, Roller (sheep foot), Ross Carrier, Scoop, Shovel, Side Boom, Swing Crane, Tail Boom, Tar Machine (pipeline), Throttle Valve, Tower Crane, Trench Machine, Welder (heavy duty), Truck Mounted Concrete Pump, Truck-Mounted Drill, Well Point, Whirleys

GROUP 2: Air Compressor (up to 600 cu. ft.), Brakeman, Bull Float, Concrete Mixer (over 10s and under 21s), Concrete Spreader or Puddler, Deck Engine, Drill Helper, Electric Vibrator Kompactor (earth or rock), Finishing Machine, Gireman, Greaser (on grease facilities servicing heavy equipment), Material Pump, Motor Boats, Motor Crane Oiler, Portable Loader, Post Hole Digger, Power Broom, Rock Roller, Roller-Wobble Wheel (earth or rock), Spike Machine (RR) Seamen Tiller, Spreader Rock, Sub Grader, Tamping Machine, Truck Mounted Drill Oiler, Welding Machine, Widener (apsco or similar type)

GROUP 3: Air Compressor (under 200 cu. fr. per min), Bituminous Distributor, Cement Gun, Concrete Saw, Conveyor, Deck Hand Oiler, Earth Roller, Form Grader, Generator, Guardrail Driver, Heater, Oiler, Paving Joint Machine, Power Traffic Signals, Steam Jenny, Vibrator, Water Pump, "JLG" Lifts and "Scissor" Lift or similar machine

 ENGI0103I 06/01/1999

Rates Fringes
 BLACKFORD, DELAWARE, HAMILTON, HANCOCK, JAY, JOHNSON, MADISON,
 MARION, AND SHELBY COUNTIES

GROUP 1	22.60	6.68
GROUP 2	21.65	6.68
GROUP 3	18.65	6.68
GROUP 4	15.25	6.68

GROUP 1: Air Compressor (pressurizing shafts, tunnels & drivers); Air Tugger; Auto Patrol; Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum);

LESSOR: MS

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09/03/1999

GOV'T: cde

Concrete plant; Concrete Pump; Crane with all attachments; Crane-Electric overhead derrick; Ditching Machine (18" and over); Dredge; Elevators (when hoisting material or tools); Fork Lift (machinery); Formless Paver; Generator (power for welders of compressor); Gradall; Helicopter; Helicopter Winch Operator; High Lift-Front End Loader; Hoist-Material and/or Personnel over 3 Floors; Locomotive; Mechanic on job site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper-Rubber Tired; Spreader-Tractor Mounted; Straddle Carrier-Ross Type; Sub Base Finish Machine (C.M.I. or similar); Tower Crane; Tractor with Backhoe (over 1/2 yard); Welder (craft)

GROUP 2: A Frame Truck; Batch Plant (automatic dry batch); Bending Machine-Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper-Self Propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader-Power Driven; Dinkey Engine; Ditching Machine; Ditching Machine (less than 18"); Drilling Machine; Finish Machine & Bull Float; Finishing Machine; Fireman-Pile Driving and Boilers; Fork Lift-Masonry & Material; Guniting Machine; Head Greaser; Hoist-Material and/or personnel 3 floors and under; Mechanic in shop; Mesh Depresser-Mesh Placer; P.C.C. Concrete Belt Placer; Ruller-Asphalt, stone & sub base; Sheepsfoot Roller-Self Propelled; Shop Mule; Spreader or Base Paver-Self Propelled; Sub Grader; Throttle valve with air compressor or boiler; Tractor with Backhoe (1/2 yard & under); Tractor-high lift-farm type; Tractor-Industrial Type; Tractor with Winch; Well Points; Winch Trick

GROUP 3: Air Compressor (210 cu. ft. & over); bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot Power Agitated; Flex Plane; Form Grader; Hydrohammer; Jacks-Hydraulic-Power Driven; Minor Equipment opr. 3, 4, or 5; Paving Joint Machine; Post Hole Digger; Roller-Earth; Throttle Valve; Track Jack-Power Driven; Tractor-Farm Type; Truck Crane Driver

GROUP 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21cu. ft.); Conveyor; Generator; Mechanical Heater; Oiler; Operator-2 pieces of miner equipment; Power Broom; Pump; Welding Machine

ENGI0103R 06/01/1999

ADAMS, ALLEN, DEKALB, HUNTINGTON, STEUBEN, WELLS AND WHITLEY COUNTIES

POWER EQUIPMENT OPERATORS:

	Rates	Fringes
GROUP 1	22.26	6.77
GROUP 2	21.31	6.77
GROUP 3	18.31	6.77
GROUP 4	14.81	6.77

LESSOR: *MS*

CVT: *cd*

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Tugger; Auto Patrol; Back Filler; Back Hoe; Boom Cat; Boring Machine; Bull Dozer; Caisson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane Electric overhead; Derrick; Ditching Machine (18" and over); Dredge; Fork Lift (machinery); Formless Paver; Gradall; Helicopter; Helicopter Winch Operator; High Lift Front End Loader; Hoist Material and/or personnel over 3 floors; Locomotive; Mechanic on Job Site; Mucking Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop & Tractor; Scraper Tubber Tired; Skid Steer Machine (grading and back hoe); Spreader Tractor Mounted; Straddle Carrier Ross Type; Sub Base Finish Machine (C.M.I. or similar); Tower Crane; Tractor with backhoe (over 1/2 yard); Welder for Craft Work.

GROUP 2: A-Frame Truck; Batch Plant (automatic dry batch); Bending Machine Power Driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamper Riding Only; Concrete Mixer (21 cu. ft. or over); Concrete Spreader Power Driven; Dinkey Engine; Ditching Machine (less than 18" riding only); Drilling Machine; Elevators (when hoisting material or tools); Finish Machine and bull Float (excluding trowelling machine); Fireman Pile Driving and Boilers; Gunite Machine; Head Greaser; Hoist Material and/or personnel 3 floors and under; Mesh Depressor Mesh Placer; P.C.C. Concrete Belt Placer; Roller Asphalt, Stone & Sub Base; Sheepsfoot Roller Self Propelled; Shop Mule; Spreader or Base Paver Self Propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe (1/2 yard & under); Tractor High Lift Farm Type; Tractor Industrial Type; Tractor with Winch; Winch Truck.

GROUP 3: Bituminous Distributor; Chair Cart; Concrete Cutting Machine; Dewatering Systems; Dope Pot Power Agitated; Flex Plane; Fork Lift (masonry and material); Form Grader; Hydrohammer; Jacks Hydraulic Power Driven; Paving Joint Machine; Post Hole Digger (machine Mounted); Roller Earth; Skid Steer Machine (fork lift and transporting); Throttle Valve; Track Jack Power Driven; Tractor Farm Type.

GROUP 4: Air Compressor (pressurizing shafts, tunnels and divers); Air Compressor (over 210 cu. ft.); Concrete Saw; Conveyor; Generators; Oiler; Operator minor equipment; Power Broom; Truck Crane Driver; Welding Machines over 300 amps (2 or more).

ENGI0150X 06/01/1999

NOBLE AND FULTON COUNTIES

POWER EQUIPMENT OPERATOR:

GROUP 1
LESSOR: MS

Rates

Fringes

21.25

8.00

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09/03/1999

GOV'T: cde

GROUP 2	19.90	8.00
GROUP 3	19.10	8.00
GROUP 4	18.30	8.00
GROUP 5	15.70	8.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers with engines of 140 net horsepower or more, Caisson Rigs, Central Redi-mix plant, Concrete Conveyor Systems, Concrete Paver (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete placer, Concrete Placing boom, Concrete Pumps (Truck Mounted), Concrete Tower, Cranes and backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Derricks (all), Forklift (capable of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders, Hoists (2 or more drums), Lazer screed, Locomotives (all), Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Rock Drill (Self-Propelled), Rock Drill (Truck Mounted), Scoops (tractor-drawn), Slip-form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with 1/2 cu. yd. or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines less than 140 net horsepower, Combination backhoe front-end machine 1/2 cu. yd. backhoe bucket or under or with attachments Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of more than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser, Highlift shovel or front-end loader (3 yd. bucket and under), Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum bulker and pump), Rollers (all), Steam Generators, Stone Crushers, Straddle Buggies, Tractors, Winch Trucks (with "a" frame).

GROUP 3: Buck Hoist, Combination (small equipment operator), Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.), Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type), Welding Machines (2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential)

ENGI0181D 04/01/1999

LESSOR: MS

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09/03/1999

GOV'T: ede

POWER EQUIPMENT OPERATOR

Rate

Fringes

BARTHOLOMEW COUNTY

GROUP 1	20.93	6.50
GROUP 2	18.49	6.50
GROUP 3	16.40	6.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-frame winch truck, air compressors over 600 cu. ft. air tugger, autograde (CMI), auto patrol, backhoe, ballast regulator (RR), batcher plant (electrical control concrete), bending machine (pipe), bituminous plant (engineer), bituminous plant, butuminous mixer travel plant, bituminous paver, bituminous roller, buck boist, bull dozer, cable way, Chicago boom, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, concrete pump (crete) crane, craneman, crusher plant, derrick, derrick boat, dinkey, dope pots (piprline), dragline, dredge operator, dredge enginee, drill operator, elevating grader, elevator, Ford hoe (or similar type equipment), forklift, formless paver, gantry crane, gradeall, grademan, grout pump, helicopter crew, Hetherington paver, high-lift, hoist, Hopto Hough loader (or similar type), hydro crane, hydro hammer, locomotive crane, locomotive machine, mobile mixer, motor crane mucking machine, multiple tamping machine (RR), overhead crane, pile driver, pulls, push dozer, push boats, roller (sheep foot), Ross carrier, scoop shovel, side boom, swing crane, tail boom, tar machine (pipeling), throttle valve tower crane, trench machine, welder (heavy duty), truck mounted concrete pump, truck-mounted drill, wellpoint, whirley.

GROUP 2: Air compressor (up to 600 cu.ft.), brakeman, bull float, concrete mixer (over 10s and under 21s), concrete spreader of puddler, deck engine, drill helper, electric vibrator Kompactor (earth or rock), finishing machine, fireman, greaser (on grease facilities servicing heavy equipment), material pump, motor boats, motor crane oiler, portable loader, post hole digger, power broom, rock roller, roller-wobble wheel (earth and rock), spike machine (RR), seaman tiller, spreader rock, sub grader tamping machine, truck mounted drill oiler, welding machine, widener (Apsco or similar type).

GROUP 3: Air compressor (under 200 cu. ft. per min) bituminous distributor, cement gun, concrete saw, conveyor, deck hand oiler, earth roller form grader, generator, guardroll driver, heater, oiler, paving joint machine, power TURN signals, steam jenny, vibrator, water pump, JLG lifts and scissor lifts or similar machine.

ENGI0841J 04/01/1999

Rates

Fringes

BOONE, FOUNTAIN, HENDRICKS,
MONROE, MONGOMERY, MORGANLESSOR: MS

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09/03/1999

GOV'T: cde

POWER EQUIPMENT OPERATORS

GROUP 1	21.65	8.00
GROUP 2	14.50	8.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer. Concret Mixers with Skip Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boo Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines including Well Testing, Caissons, Shaft or any similartype Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except when used for Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine-Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, with 400 ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When used for Landscaping Work), Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Iolers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane,

LESSOR: MS

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09/03/1999

GOV'T: cde

Conveyor, Siphon and Pulsometer, Switchman, Fireman on Paint
Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks,
Tampers, Self-Propelled Power Broom, Striping Machine (motor
driven), Form Tamper, Bulk Cement Plan Equipment Greaser, Deck
Hands, Truck Crane Oiler Driver, Cement Blimps, Form Grader,
Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and
similar type of equipment).

FOOTNOTE: Employees operating booms from 149 ft. to 199 ft.
including jib, shall receive an additional seventy five cents
(.75) per hour above the rate. Employees operating booms over 199
ft. including jib, shall receive an additional one dollar and
twenty-five cents (\$1.25) per hour above the regular rate.

IRON0022P 06/01/1999

	Rates	Fringes
BARTHOLOMEW; BOONE (EXCLUDING NW 1/4); CLINTON (E 1/4); DELAWARE (S 2/3); GRANT (SW PORTION); HAMILTON; HANCOCK; HENDRICKS; HOWARD (SE 1/3); JOHNSON; MADISON; MONROE (NE 2/3); MONTGOMERY (SE TIP); MORGAN; SHELBY AND TIPTON COUNTIES (EXCLUDING NW TIP):		

IRONWORKERS

INSIDE MARION COUNTY	21.30	10.05
OUTSIDE MARION COUNTY	21.45	10.05

IRON0147P 06/01/1999

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD AND DEKALB, COUNTIES; DELAWARE COUNTY (NORTHEAST THIRD OF COUNTY); FULTON COUNTY (EAST PART); GRANT COUNTY (EXCLUDING SOUTHWEST PORTION); HUNTINGTON AND JAY COUNTIES; MIAMI COUNTY (NORTHEAST HALF); NOBLE COUNTY (EXCLUDING NORTHEAST TIP); STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

IRONWORKER	20.40	9.72
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* IRON0292P 06/01/1999

	Rates	Fringes
FULTON COUNTY (REMAINDER OF COUNTY); NOBLE COUNTY (NE TIP):		

IRONWORKERS	19.50	9.26
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IRON0379P 06/01/1999

	Rates	Fringes
BENTON; BOONE (NW 1/4); CASS; CARROLL; CLINTON (REMAINDER OF COUNTY); FOUNTAIN; FULTON (SW 1/4 OF COUNTY); HOWARD (REMAINDER OF COUNTY); MIAMI (SW 1/2); MONTGOMERY COUNTY (REMAINDER OF COUNTY); TIPPECANOE; TIPTON (NW 1/4); WARREN AND WHITE COUNTIES:		

IRONWORKERS

20.41	9.70
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LESSOR: MS

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09/03/1999

GOV'T: ede

IRON0439P 06/01/1999

MONROE (REMAINDER OF COUNTY), MONTGOMERY (SW CORNER TO INCLUDE
THE TOWNSHIPS OF BROWN VALLEY, PARKERSBURG, AND WAVELAND)

	Rates	Fringes
IRONWORKERS	20.75	9.65

LABO0120A 06/01/1999

MARION AND SHELBY COUNTIES

LABORERS:

	Rates	Fringes
GROUP 1	17.33	4.50
GROUP 2	17.48	4.50
GROUP 3	18.33	4.50

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Iron worker tender; Roofer tender; Carpenter tender, Asbestos Removal and Hazardous Waste Removal

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine

GROUP 3: Dynamite men, Drillers - air track or wagon drilling for explosives.

LABO0204R 06/01/1999

LESSOR: MS

Rates Fringes

GOV'T: cde

IN990002 - 16

09/03/1999

LABORERS:

GROUP 1	16.47	4.50
GROUP 2	16.77	4.50
GROUP 3	17.77	4.50

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person; Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Chain Saw and Demolition Saw; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Concrete Conveyor Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver, Asbestos Removal, Hazardous Waste Removal.

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers and Masons; Water Blast Machine

GROUP 3: Dynamite men, Drillers - air track or wagon drilling for explosives.

Caisson and Tunnel Work in Compressed and Free Air

GROUP 1	15.77	4.45
GROUP 2	15.97	4.45
GROUP 3	16.07	4.45
GROUP 4	16.77	4.45

Hourly Premium for all Employees working in Compressed Air

0 - 15 pounds	1.00
16 - 20 pounds	1.50
21 - 26 pounds	2.00
27 - 33 pounds	3.00
34 - over	4.00

LESSOR: MSGOV'T: ade

LABORER CLASSIFICATIONS

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men.

GROUP 2: Concrete Repairmen, Lock Tenders (pressure side), Motor men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Lock Tenders (free air side), Steel Setters, Tuggers, Switchmen

GROUP 3: Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Welders Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, DRillers, Erectors, Form Men, Jackhammermen, Mining Machine.

GROUP 4: Dynamite Men, Drillers air track or wagon drilling for explosives.

LABO0213A 06/01/1999

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH,
WELLS AND WHITLEY COUNTIES

LABORERS:

	Rates	Fringes
GROUP 1	16.50	4.60
GROUP 2	16.70	4.60
GROUP 3	16.80	4.60
GROUP 4	17.50	4.60

LABORERS CLASSIFICATION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Masons and Plasterers); Mechanic Tenders; Window Washers and cleaners; Railroad Workers; Masonry Wall Washers; Portable Water pumps with discharge up to (3) inches; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators; Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine

LESSOR: MS

GOV'T: ade

IN990002 - 18

09/03/1999

and Winch Operators; Water Main and Cable Ducking; Screed Man or Screw Operator; on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Conveyor Assemblers

GROUP 3: Plaster Tenders; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operator; Scaffold Builders when working for Plasterers; Water Blast Machine

GROUP 4: Dynamite men-drillers-air track or wagon drilling for explosives

LABO0274A 06/01/1999

BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON AND WHITE COUNTIES:

LABORERS:

	Rates	Fringes
GROUP 1	16.78	4.50
GROUP 2	17.08	4.50
GROUP 3	17.78	4.50

LABORERS CLASSIFICATION

GROUP 1: Building and construction laborers; Scaffold builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); All Portable Water Pumps with Discharge of Up to Three (3) Inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including Expeditors, Bottom Men, Bell Men, and Mason Tenders

LESSOR: MS

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09/03/1999

GOV'T: cde

GROUP 3: Dynamite man, Drillers-air track or wagon for explosives.

LABO0741P 06/01/1999

BARTHOLOMEW, JOHNSON, MONROE AND MORGAN COUNTIES

	Rates	Fringes
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LABORERS:

GROUP 1	16.48	4.50
GROUP 2	16.78	4.50
GROUP 3	17.48	4.50

LABORERS CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for masons or plasterers); Railroad Workers; Masonry Wall Washers (interior & exterior); Portable Water Pumps with Discharge up to three (3) inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth Compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pumpcrete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Material Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders; Mason Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; Biler Setters Laborers, including expeditors, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men; Drillers-air track or wagon drilling for explosives

LABO1112A 06/01/1999

BLACKFORD, DELAWARE, GRANT, HANCOCK, HAMILTON, JAY AND MADISON COUNTIES:

	Rates	Fringes
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LABORERS:

LESSOR: MS

IN990002 - 20

09/03/1999

GOV'T: cde

GROUP 1	16.3	4.50
GROUP 2	16.68	4.50
GROUP 3	17.38	4.50

LABORER CLASSIFICATIONS:

GROUP 1: Building and construction laborers; scaffold builders (other than for masons of plasterers); mechanic tenders; window washers and cleaners; railroad workers; masonry wall washers; portable water pumps with discharge up to 3 inches; signal & flag person, Waterproofing; hauling of creosote lumber or like treated material (excluding railroad material); asphalt rakers and lutemen; kettlemen; air tool operator; pneumatic tool operator; air & electric vibrators and chipping hammer operator; earth compactors; jackman & sheetmen in ditches more than 6 feet deep; laborers in ditches 6' deep or deeper; assembly of uncrete pump; tile layers (sewer or field); sewer pipe layers; motor-driven wheelbarrows and concrete buggies; hyster operator; pumpcrete assemblers; core drill operator; cement, lime or silica clay handlers; handling of toxic materials damaging to clothing; pneumatic spikers; deck engine & winch operator; water main & cable ducking; screed man or screw operator on asphalt paver; chain saw & demolition saw operator; concrete conveyor assembler;

GROUP 2: Plaster tenders; mortar mixers; welders (acetylene or electric); cutting torch or burner; cement nozzle laborers; cement gun operators; scaffold builders for plasterers; scaffold builders for masons; water blast machine operator; Air tool Operators and all Pnuematic Tool Operators, Air and Electric Vibrators and Chipping Hammer Operators; Asbestos removal; Hazardous waste removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite men-drillers-air track or wagon drilling for explosives

* PAIN0047D 06/01/1999

	Rates	Fringes
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MONROE, MORGAN AND SHELBY COUNTIES:		

PAINTERS:

Brush and Roller	19.57	6.21
Spray and Sandblasting	20.57	6.21

PAIN0080A 06/01/1998

	Rates	Fringes
BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES		

Brush and Roller	18.50	5.92
Spray and Sandblasting	19.50	5.92

LESSOR: MS

IN990002 - 21

09/03/1999

GOV'T: cde

PAIN0460B 07/01/1998

WHITE COUNTY

PAINTERS:

	Rates	Fringes
Brush	21.75	7.80
Paperhanger, vinyl	22.00	7.80
Spray and Sandblasting	22.70	7.80

PAIN0469A 06/01/1998

	Rates	Fringes
ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, WHITLEY COUNTIES		

PAINTER:

Brush, Roller, Paperhangers & Tapers	17.02	5.07
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Spray, Sandblaster Steam Cleaning & Water Blasters	18.02	5.07
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Ground & Pot Tenders (Spray - Sandblaster)	17.92	5.07
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HEIGHT RATE:

31' - 60'	17.87	5.07
61' - 100'	18.27	5.07
OVER 101'	18.47	5.07
GROUND TO 30'	17.02	5.07

PAIN0669A 04/01/1999

	Rates	Fringes
BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY, MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES:		

PAINTERS:

Brush; Roller; Paperhanging	18.05	3.68
Spray, Sandblasting	19.05	3.68
Drywall w/own tools	18.30	3.68
Drywall w/Ames tools	18.35	3.68
Drywall w/own plus Ames tools	18.60	3.68

* PAIN1118P 06/01/1999

LESSOR: MS

GOV'T: cde

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09/03/1999

ELKHART, FULTON, ROSCIUSKO AND
MARSHALL COUNTIES:

PAINTERS

Brush & Roller, Drywall Taping and Finishing; Paper-hanging	18.58	5.16
Spray	18.83	5.16

* PAIN1165K 07/01/1999

	Rates	Fringes
FULTON		
GLAZIERS	20.36	4.90

PAIN1165N 10/01/1998

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DEKALB, GRANT HUNTINGTON, JAY, NOBLE, STEUBEN, WABASH, WELLS, WHITLEY		
GLAZIERS	22.21	1.67

PAIN1165S 07/01/1999

	Rates	Fringes
BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MIAMI, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE TIPTON, WARREN, AND WHITE COUNTIES		
GLAZIERS	22.32	5.04

PLAS0046M 06/01/1999

	Rates	Fringes
BOONE, HAMILTON (SOUTHERN HALF NORTH TO THE NEW HWY 32, INCLUDING CITY OF NOBLESVILLE), (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING THE TOWN OF FORESTVILLE), HENDRICKS, JOHNSON, MARION, MONROE AND MORGAN (NORTHERN HALF) AND SHELBY COUNTIES		
PLASTERERS	21.50	5.59

PLAS0075B 06/01/1999

	Rates	Fringes
MONROE AND MORGAN COUNTY		
CEMENT MASON	17.80	5.40

LESSOR: MS

GOV'T: cde

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09/03/1999

* PLAS0083B 01/1999

BLACKFORD, DELAWARE, GRANT, HAMILTON, Parts of HANCOCK, JAY,
MADISON, WABASH COUNTIES:

	Rates	Fringes
PLASTERERS	18.90	5.25
CEMENT MASONS	18.27	6.00

PLAS0101B 06/01/1999

FULTON COUNTY

	Rates	Fringes
PLASTERERS	19.51	6.35
CEMENT MASON	19.64	6.45

PLAS0101C 06/01/1999

ADAMS, ALLEN, DEKALB, HUNTINGTON,
NOBLE, STEUBEN, WELLS AND WHITLEY
COUNTIES:

	Rates	Fringes
CEMENT MASON	18.35	4.75
PLASTERERS	18.15	4.98

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PLAS0121B 06/01/1999

BENTON COUNTY (EASTERN TWO-THIRDS);
CARROLL, CASS AND CLINTON COUNTIES;
FOUNTAIN COUNTY (EAST HALF);
HOWARD, MIAMI, MONTGOMERY AND
TIPPECANOE COUNTIES; WARREN
COUNTY (NORTHEASTERN HALF); AND
WHITE COUNTY:

	Rates	Fringes
CEMENT MASONS	19.76	6.00
PLASTERERS	20.22	6.25

PLAS0532B 06/01/1999

BOONE COUNTY; HAMILTON COUNTY (SOUTH
HALF OF COUNTY NORTH TO NEW ROUTE
INDIANA #32 INCLUDING NOBLESVILLE);
HANCOCK COUNTY (SOUTHERN AND WESTERN
PART OF HANCOCK COUNTY, NORTH TO BUT
NOT INCLUDING FORTVILLE); HENDRICKS,
JOHNSON AND MARION COUNTIES; MORGAN
COUNTY (NORTHERN HALF)

	Rates	Fringes
CEMENT MASONS	19.35	6.15

LESSOR: MS

GOV'T: cde

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09/03/1999

PLAS0821A
JURISDICTION: FRANKLIN (SOUTHERN HALF)

PLAS0821A 05/01/1999

	Rates	Fringes
BARTHOLEMEW		
PLASTERERS	19.70	4.40
BARTHOLEMEW AND SHELBY COUNTIES		
CEMENT MASONS	18.00	4.75

PLUM0136F 07/01/1999

	Rates	Fringes
MONROE COUNTY:		
PLUMBER & STEAMFITTER	24.15	7.85

PLUM0157C 05/01/1999

	Rates	Fringes
BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:		

PLUMBER & PIPEFITTER	24.22	7.40
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PLUM0166A 06/01/1999

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

PLUMBER & STEAMFITTER	24.40	6.40
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PLUM0172B 05/31/1999

	Rates	Fringes
CASS, FULTON COUNTIES		
PLUMBERS, PIPEFITTERS, and STEAMFITTERS	23.53	6.08

PLUM0440C 06/01/1998

	Rates	Fringes
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN,		

LESSON

GOV'T: cde

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09/03/1999

SHELBY AND TIPTON COUNTIES:

PLUMBERS & PIPEFITTERS	25.00	6.50
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PLUM0661A 12/01/1998

DELAWARE, JAY AND MADISON
COUNTIES:

Rates	Fringes
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PLUMBERS & STEAMFITTERS	23.93	6.18
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* ROOF0023D 06/01/1999

ALLEN, DEKALB, FULTON, NOBLE,
STEUBEN AND WHITLEY COUNTIES

Rates	Fringes
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ROOFERS:

SLATE & TILE	22.00	5.70
COMPOSITION	21.50	5.70

* ROOF0119C 09/01/1999

BARTHOLOMEW, BOONE, HAMILTON,
HANCOCK, HENDRICKS, JOHNSON,
MARION, MONROE, MORGAN AND
SHELBY COUNTIES:

Rates	Fringes
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ROOFERS:

SLATE & TILE	20.49	5.26
COMPOSITION	19.49	5.26

ROOF0205M 04/01/1998

ADAMS, BLACKFORD, DELAWARE, GRANT,
HOWARD, HUNTINGTON, JAY, MADISON,
MIAMI, TIPTON, WABASH AND WELLS
COUNTIES

Rates	Fringes
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ROOFER	17.02	3.23
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ROOF0233A 06/01/1999

BENTON, CARROLL, CASS, CLINTON,
FOUNTAIN, MONTGOMERY, TIPPECANOE,
WARREN AND WHITE COUNTIES:

Rates	Fringes
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ROOFERS:

SLATE & TILE	19.25	5.69
COMPOSITION	19.00	5.69

MS

code

LESSON

SPRINKLER FITTERS

Rates
24.04Fringes
6.40

* SHEE0020C 07/01/1999

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES		

SHEET METAL WORKERS:
HVAC Duct Work

23.67

8.33

* SHEE0020D 06/01/1999

	Rates	Fringes
BARTHOLOMEW, BOONE, DELAWARE, HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MADISON, MARION, MONROE, MORGAN, SHELBY AND TIPTON COUNTIES		

SHEET METAL WORKERS
(Including HVAC Duct Work)

23.66

9.21

SHEE0020S 07/01/1998

FULTON COUNTY

Rates

Fringes

SHEET METAL WORKERS

22.75

7.83

SHEE0020W 06/01/1997

	Rates	Fringes
BENTON, CLINTON, CARROLL, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES		

SHEET METAL WORKERS
(Including HVAC Duct Work)

22.49

7.83

TEAM0144A 04/01/1992

	Rates	Fringes
HAMILTON, HANCOCK, HENDRICKS, JOHNSON, MARION, MORGAN, AND SHELBY COUNTIES		

TRUCK DRIVERS

GROUP 1

12.62

91.00+a

GROUP 2

12.69

91.00+a

GROUP 3

12.77

91.00+a

FOOTNOTE:

a. Per week per employee- One weeks paid vacation after one
year's employment, two weeks paid vacation after three yearsLESSOR: MS

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GOV'T: ede

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Trucks not to exceed 3 tons

GROUP 2 - Truck Mechanics

GROUP 3 - Trucks over 3 tons; Semi Trailers, Tandems (double bottom); Winch truck when used with winch

BENTON, BOONE, CARROLL, CCASS, CLINTON, FOUNTAIN, HOWARD, MIAMI, MONTGOMERY, TIPPECANOE, TIPTON, WABASH, WARREN, AND WHITE COUNTIES

TRUCK DRIVERS

GROUP 1	13.03	129.50+a
GROUP 2	13.12	129.50+a
GROUP 3	13.32	129.50+a
GROUP 4	13.17	129.50+a
GROUP 5	12.87	129.50+a
GROUP 6	12.97	129.50+a
GROUP 7	13.32	129.50+a

FOOTNOTE:

a. Per employee per week - one weeks paid vacation after on years employment, two week paid vacation after ten year employment

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Single Axle Straight Trucks

GROUP 2 - Tandem Axle and Dogleg Straight Trucks

GROUP 3 - Tri-Axle & Semi Trucks

GROUP 4 - Bituminous Distributors

GROUP 5 - Pick-up Trucks

GROUP 6 - Greasers and Tiremen

GROUP 7 - Mechanics

BARTHOLOMEW, BLACKFORD, DELAWRE, GRANT, JAY MADISON, AND MONROE COUNTIES

TRUCK DRIVERS

GROUP 1	14.95	150.00+a
GROUP 2	15.00	150.00+a
GROUP 3	15.10	150.00+a
GROUP 4	15.15	150.00+a
GROUP 5	15.20	150.00+a
GROUP 6	15.30	150.00+a
GROUP 7	15.40	150.00+a
GROUP 8	15.45	150.00+a
GROUP 9	15.60	150.00+a
GROUP 10	15.50	150.00+a

LESSOR: MS

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09/03/1999

GOV'T: ede

FOOTNOTE:

a. Per employee per week - one weeks paid vacation after one year, two weeks after three years employment, and three weeks after 10 years

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Single Axle Trucks, Low Boy Tenders, Air Compressor & Welding Machines including those pulled by cars, Pick-up Trucks, Tractors, Forklifts, Hi-Lo's Multi-Purpose Fork Lifts, Dumpsters & Val Truck when used for the specific purpose of transporting materials on the jobsite, All Pick-up Trucks (except used to transport superintendent, foremen or mechanics' transportation or to haul mechanics' tools or repair parts),

GROUP 2 - Mixer Trucks - 2 yards

GROUP 3 - Batch Trucks, Wet or Dry-3 Batches or under

GROUP 4 - Tandem Axle Trucks (including Dog Legs), Oil Distributors, Mixers Trucks-3 yards, Winch Trucks (used for Transportation of Materials)

GROUP 5 - Single Axle Semi - Trucks, Batch Trucks, Wet or Dry-over 3 Batches, Pavement Breakers

GROUP 6 - Tandem Axle Semi Trucks, Trac-o-Trucks, Euclids, Tourn-a-Pul when pulling other than self-loading equip. up to & incl. 10 yards, Mixer Trucks-4 yds., Mechanics

GROUP 7 - Lowboy, Tandem-Tandem Axle Semi-Trucks

GROUP 8 - Trac-o-Trucks, Euclids, Tourn-a-Pull when Pulling other than self-loading equip. 11 yds. to and inclu. 16 yds., Mixer Trucks above 4 yds.

GROUP 9 - Trac-o-Trucks, Euclids, Tourn-a-Pull when pulling other than self-loading equip. over 16 yds., Working Foreman

GROUP 10 - Mechanics Tenders & Greasers

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES

TRUCK DRIVERS

GROUP 1	16.60	165.70+a
GROUP 2	16.70	165.70+a
GROUP 3	16.80	165.70+a
GROUP 4	16.90	165.70+a
GROUP 5	17.00	165.70+a

FOOTNOTE:

a. per employee per year

GROUP 1 - Truck drivers on trucks to and including 1 ton

GROUP 2 - Truck driver on trucks 1-1/2 ton and including 3 tons and fork lift

LESSOR: MS

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09/03/1999

GOV'T: cde

GROUP 3 - Tandem, tri, tri-axle, low boys, double bottom,
winch or boom truck

GROUP 4 - Sweeper attached and distributor truck, water wagon
and truck mechanic

GROUP 5 - Truck driver, euclid or earth movers

TEAM0364C 06/01/1993

	Rates	Fringes
FULTON COUNTY:		
TRUCK DRIVERS:		
GROUP 1	13.20	A
GROUP 2	13.41	A
GROUP 3	13.49	A
GROUP 4	13.54	A

FOOTNOTES:

A. \$133.00 per week per employee

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up Trucks
GROUP 2: Single Axle Trucks
GROUP 3: Tandem, Tri-Axle and Fuel Trucks
GROUP 4: Semi Trailer Trucks

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

LESSOR: MS

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09/03/1999

GOV'T: cde

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

LESSOR: MS

GOV'T: ede

CHANGE ORDER NO. 1
DATED: March 2, 2001
LEASE NO. GS-05B-16504

The lease is amended to incorporate the following changes. If there is a conflict in the wording, this change order takes precedence. All other provisions of the lease shall remain unchanged.

5.15 CARPET TILE (FEB 2001)

All space occupied by the Government shall be provided with carpet tile meeting the following specifications. (Resilient flooring shall be provided in areas identified elsewhere in this Solicitation.)

Interface Flooring Systems, Inc. MoistureGard carpet tile is to be newly installed and must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 28 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.
- Ability to be installed in areas of excessive moisture (up to 10 lbs. per 1,000 square feet within 24 hours).
- Environmental requirements: Lessors shall use carpet tile that meets the "Green Label" requirements of the Carpet and Rug Institute.

Adherence to the Recycled Content Products (Comprehensive Procurement Guidelines) (JUL 2000) is not required as a part of this section, CARPET TILE (2000).

Adhesive used in the installation of carpet tile must meet manufacturer guidelines and standards (adhesive recommended by carpet tile manufacturer is suggested) to make certain the proper function of carpet tile and further ensure warranty is not voided.

Any and all changes to the above specification must be approved in writing by the contracting officer prior to installation (i.e. installation of carpet tile equal in quality and ability to Interface Flooring Systems, Inc. MoistureGard).

5.16 SLAB PREPARATION FOR CARPET AND VINYL TILE (APRIL 2000)

Floor preparation prior to installation of the carpet must meet the criteria as identified by the Carpet and Rug Institute publication No. CRI 104 (phone: 800-882-8846) and includes, but is not limited to the installation of a moisture barrier prior to pouring of slab (for new construction). Prior to installing carpet and vinyl tiles, the Lessor must provide written certification that alkalinity and moisture tests have been conducted, and that alkalinity and moisture levels are within the criteria established by Interface Flooring Systems, Inc. for MoistureGard carpet tile (or the manufacturer of approved equal). Included in the certification the Lessor must provide the moisture and alkalinity test data. No tiles are to be laid until written approval is given by the contracting office for another method to be used to make the slab acceptable for the installation of tiles. All costs incurred and any delays in accepting the space by the Government due to the slab not meeting the requirements are the Lessor's responsibility. The Lessor is strongly encouraged, as soon as possible after award, to obtain a copy of the Carpet and Rug Institute publication and to take the necessary steps to prepare the slab to meet the requirements. For new construction, plans to meet the requirements should be in place before the slab is poured.

CHANGE ORDER NO. 2
DATED: March 2, 2001
LEASE NO. GS-05B-16504

The lease is amended to incorporate the following changes. If there is a conflict in the wording, this change order takes precedence. All other provisions of the lease shall remain unchanged.

**SSA INTELLIGENT WORKSTATION/LOCAL AREA NETWORK (IWS/LAN)
REQUIREMENTS FOR SITE PREPARATION**

8.10.1 IWS/LAN CONFIGURATION--GENERAL INFORMATION

The IWS/LAN components located in the SSA office will consist of bridges, token ring LAN's, workstations, and printers. The bridge equipment will consist of an IBM compatible PC attached to the Wide Area Network (WAN) via high speed 56k bit dedicated telephone lines and attached to the LAN via token ring adapter. The LAN will consist of an IBM compatible PC file server equipped with fixed disk storage, CD-ROM, removable storage, tape backup, and FAX machine.

The file server and LAN management PC will be attached to token ring Control Access Units (CAU's) and Lobe Attachment Modules (LAM's) via token ring adapters. The CAU's will be rack-mounted with patch panels to allow easy reconfiguration of cabling.

Workstations consist of IBM compatible PC desktop computers with fixed disk storage, floppy disk storage, and token ring adapters for connection to the LAN via the LAM's. Laser printers and dot matrix printers will be attached to the LAN either at the file server, workstation, or centrally located to the workstations via token ring interface.

All of the critical components of the LAN rack will be powered by an Uninterruptable Power Supply (UPS) in case of power failure. The UPS shall be provided by others.

Lessor is not responsible for the installation of the equipment -- only the site preparation.

If the work is to be done in an existing, operating SSA office, the SSA operation must continue the contractor must provide proper phasing of the work so as not to interfere with SSA operations.

8.10.2 HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) REQUIREMENTS

The ADP room shall be maintained between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining ± 2 degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system. The equipment located in the ADP room will be operational 24 hours a day, 7 days a week.

The IWS/LAN equipment located in the office area will operate in a standard office environment.

8.10.3 MATERIALS AND EQUIPMENT TO BE PROVIDED BY THE LESSOR AS PART OF THE LEASE

DATA CABLE AND ACCESSORIES

1. Category 5E PVC cables, Bertek # 532141 or equivalent in non-plenum ceilings; Mohawk # M56093 or equivalent in plenum ceilings.
2. Category 5E RJ-45 T568A connector; AMP # 1116604-3 or equivalent.
3. Category 5E modular patch panel to be mounted in IWS/LAN rack and data outlets as needed to serve IWS/LAN workstations and equipment.
4. Faceplates, AMP SL series mounted in recessed outlet box inside columns or walls. Provide surface mounted box if interior of wall or column cannot be accessed.
5. Free standing single-device housings with a faceplate and a magnetic backing (IBM # 4760486) for all IWS/LAN equipment fed through the modular furniture.
6. A 12" wide wire mesh cable tray, mounted vertically on wall of ADP room behind LAN rack, extending from 6 inches above the ceiling to 6 inches from the floor for routing the data cables.
7. A No. 6 AWG copper ground conductor with THHN insulation, installed in 3/4" inch conduit from the LAN rack location to the isolated ground electrical panel (Panel RP-G) that provides power to the LAN rack. Terminate one end of the #6 ground conductor at the equipment ground bus in panel RP-G and leave 10 feet of #6 ground conductor neatly coiled at the LAN rack end for future connection to the LAN rack (by others) terminated with a ground lug.
8. One 4'x8'x1/2" sheet of plywood painted to match ADP room wall color. Mount at the Telephone switch location.

ELECTRICAL EQUIPMENT AND ACCESSORIES

1. One isolated ground panelboard (to be identified as RP-G) with the following features:
 - 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground and isolated ground buses.
 - Minimum short-circuit rating of 10,000 RMS amperes.
 - Main circuit breaker, minimum ampacity equal to 125 percent of the total connected load as called for in this package and shown on the approved floor plans plus 25 percent space capacity based on equipment loads as listed in the table below.
 - Bolt-on type, 20 ampere, molded-case branch circuit breakers. Provide 25 percent spare breakers.
 - Typed circuit directory card matching the installed circuit layout.
2. General purpose receptacle panelboard (to be identified as RP-A) with the following features:
 - 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground bus.

- Minimum short-circuit rating of 10,000 RMS amperes.
 - Main circuit breaker, minimum ampacity equal to the total load as called for in this package and shown on the approved floor plans, plus 25 percent spare capacity, sized per NEC requirements.
 - One 3 -pole branch circuit breaker to feed panel RP-G sized to match the main circuit breaker in RP-G.
 - Bolt-on type, 20 ampere, molded-case branch circuit breakers. Provide 20 percent spare breakers.
 - Typed circuit directory card matching the installed circuit layout.
3. Isolated ground (IG) duplex receptacles, orange colored, NEMA 5-20R, Hubbell IG 5362, Arrow Hart IG 5362, or equal; orange colored.
 4. General purpose duplex receptacles, ivory colored, NEMA 5-20R, Hubbell, Arrow Hart, or equal.
 5. Building wire, THHN/THWN insulation, solid or stranded copper wire for No. 10 AWG and smaller; stranded copper wire for sizes No. 8 AWG and larger. Provide minimum size of No. 12 AWG.

8.10.4 SITE PREPARATION

1. ELECTRICAL INSTALLATION - GENERAL

- A) Install electrical equipment and accessories in accordance with the National Electrical Code and all local codes and ordinances.
- B) Install branch circuiting in electrical metallic tubing (EMT), minimum size 3/4". Install no more than three homeruns per conduit. Compression fittings are to be used on all conduit connections.
- C) Do not install isolated ground and non-isolated ground circuits in the same conduit.
- D) For non-isolated ground circuits provide one equipment ground wire per conduit run.
- E) For isolated ground circuits provide one neutral and one isolated ground wire for each circuit. In addition, provide one equipment ground wire per conduit run.
- F) Metal-clad cable, Type MC, may be installed recessed in walls if all neutral wires, isolated ground wires and equipment ground wires as listed above are contained in the cable.
- G) Provide color coding on 208Y/120 volt feeders and branch circuits as follows:
 - Phase A - black
 - Phase B - red
 - Phase C - blue
 - Neutral - white (provide red plastic tape at each splice point for neutral wires originating from the isolated ground panelboard.
 - Ground - green
 - Isolated Ground - Green with yellow bands or stripes. Solid green wire with yellow tape at splice/termination points is not acceptable.

H) Provide color coding on 480Y/277 volt feeders and branch circuits as follows:

- Phase A - brown
- Phase B - orange
- Phase C - yellow
- Neutral - white
- Ground - green

2. ELECTRICAL INSTALLATION - ISOLATED GROUND POWER

- A) Install RP-G in the ADP room. Do not locate the panel in the zone identified for the LAN rack.
- B) Provide a power feeder to the panel, preferably originating from RP-A, consisting of three phase conductors, one full-size neutral, one equipment ground (minimum No. 6 AWG) and one isolated ground conductor (minimum No. 6 AWG).
- C) The isolated ground conductor feeding RP-G must originate from either the building service ground or the neutral/ground bond of the local 208Y/120 volt transformer feeding RP-G and it must be run inside the feeder conduit. Provide one continuous isolated ground conductor from point of origin to RP-G.
- D) Provide isolated ground branch circuiting to isolated ground (IG) duplex receptacles in IWS/LAN systems furniture workstations. Connect a maximum of four workstations per 20-amp circuit. Provide an isolated ground (IG) duplex receptacle and isolated ground branch circuiting for each IWS/LAN workstation not associated with systems furniture, such as in the Manager's Office. The approved floor plan will show the location and number of workstations.
- E) Provide an IG duplex receptacle and isolated ground branch circuiting for each IWS/LAN printer (LP or DP), fax (FX), scanner workstation (SWS), and image server (IS). The approved floor plan will show the location and quantities.
- F) Provide two IG duplex receptacles, and isolated ground branch circuiting for each LAN rack shown on the approved floor plan. Connect both receptacles to the same phase but on separate dedicated circuits.
- G) All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.
- H) Adhere to the following for maximum number of isolated ground receptacles per circuit and connection criteria. Maximum load per circuit is 16 amps.

Equipment	Load (Amps)	Maximum Per Circuit	Allowable Connection Criteria
Workstation (IWS)	4.0	4	Only with other workstations or image server; not with printers, faxes, or scanner workstation.
Laser Printer (LP)	7.8	2	With other printers, faxes or scanner workstation.
Digital Copier (DC)	12.0	1	Dedicated circuit
Dot Matrix Printer (DP)	2.5	4	With other printers, faxes or scanner workstation.
Fax (FX)	5.0	4	With other printers, faxes or scanner workstation.
Scanner Workstation (SWS)	3.5	1	With printers, or faxes.
Image Server (IS)	6.0	1	Only with other workstations or by itself; not with printers, faxes, or scanner workstation.
LAN Rack (Critical equipment)	2	1	Dedicated circuit (same phase as LAN rack non-critical equipment).
LAN Rack (Non-critical equipment)	2	1	Dedicated circuit (same phase as LAN rack critical equipment).

- l) Label each isolated ground receptacle with the panel designation and circuit breaker number it is connected to (e.g. "G-14"). Place typed, self-adhesive label on receptacle faceplate. Handwritten labels are not acceptable. Identify each breaker at the panel and the devices it serves on the circuit directory.

3. ELECTRICAL INSTALLATION - GENERAL PURPOSE POWER

- A) Install panel RP-A within SSA controlled space preferably in the electrical closet serving the floor SSA occupies.
- B) Connect general purpose furniture receptacles to panel RP-A. Provide two circuits of different phases to each workstation telepower pole and connect the number "1" or "a" general purpose receptacles to one phase and the number "2" or "b" receptacles to the other. Connect not more than 10 receptacles per circuit. The same circuits may be used to serve multiple workstation groupings if the maximum number of receptacles per circuit is not exceeded.
- C) Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.
- D) Other building general purpose receptacles, mechanical loads and lighting may be connected to RP-A.

4. DATA CABLE INSTALLATION

- A) Install cable in neat symmetrical lines parallel to the centerlines of the building construction.
- B) Do not splice cable.
- C) Install cable in single runs between outlets and IWS/LAN rack in ADP room.
- D) Leave six inches of slack cable behind each outlet and 15 feet of slack cable as measured from the bottom of the wire mesh cable tray in the ADP room. After termination of cable onto patch panel and installation of patch panel into LAN rack coil excess cable in cable tray.
- E) Provide modular patch panel(s) and mount in IWS/LAN rack provided by SSA's LAN vendor. Provide sufficient ports in patch panel(s) for 10 per cent spare capacity.
- F) Data cable is to be a continuous run with no splices or butts and without kinks or sharp turns. The cable must not be laid immediately adjacent to fluorescent light, A/C power lines or motorized devices. Data cable must be installed to maintain the maximum separation from A/C power lines, six inches minimum.
- G) Support all cables in ceiling space on adjustable J-hooks rated for Category 5E cable with rolled edges and integral retainer clips. Provide J-hooks at 5 feet on center.
- H) Ground cable tray according to N.E.C.
- I) Install cable in modular furniture within internal cable raceways.
- J) Terminate data cable at both ends with RJ-45 connector per TIA/EIA 568-A standards, with T568A wiring configuration.

- K) Install data connector into patch panel in ADP room and into faceplate at each data outlet as indicated on plans.
- L) Faceplates - Wall Mounted
 - 1. Install each faceplate located at columns or walls in separate, recessed, wall-mounted outlet boxes.
- M) Faceplates - Mounted in Herman Miller furniture systems.
 - 1. Install either of the two methods listed below. Use the same method on all furniture.
 - a. Install surface mounted faceplate with Herman Miller adapter.
 - b. Install faceplate on raceway at base of systems furniture at unused power or data receptacle opening.
- N) Faceplates - mounted in OEI furniture systems
 - 1. Install surface mounted faceplate with OEI adapter.
- O) Identify all the data cables at both ends by self-adhesive machine lettered (not handwritten) labels with the following numbering scheme. Attach labels onto faceplate of each data outlet and patch panels in ADP room.
 - 1. Workstation cables - "C0001", "C0002", etc. (match the numbers with the modular furniture cubicle numbers, followed by workstations not associated with modular furniture, such as the Manager's Office).
 - 2. Workstations in training area - "C" followed by four digit number in continuation of the workstation cable numbers under "1" above.
 - 3. Laser printers - "C" followed by four digit number in continuation of the training workstation cable numbers under "2" above.
 - 4. Digital Copiers - "C" followed by four digit number in continuation of the laser printer cable number under "3" above.
 - 5. Line printers - "C" followed by four digit number in continuation of the digital copier cable number under "4" above (one per office).
 - 6. FAX machine - "C" followed by four digit number in continuation of the line printer cable number "5" above.
 - 7. Scanner Work Stations - "C" followed by four digit number in continuation of the FAX cable number "6" above (one per office).
 - 8. Image Server - "C" followed by four digit number in continuation of the scanner workstation number under "7" above (one per office).
- P) Cable Bundling
 - 1. Bundle and loosely tie-wrap cables, sequentially in groups of twelve beginning with C0001, in the ADP room.

2. Wrap cables with Velcro-type straps in a manner that allows cables to be connected to LAN ports as needed by SSA. Do not use plastic tie-wraps.

5. CABLE TESTING

- A) Per TIA/EIA-TSB67 testing standards.

6. AS-BUILT DRAWINGS

- A) Mark up, and provide to the local SSA manager, a desk layout drawing to show an "as built" status for electrical and data cabling, including an identification of all electrical and data circuits.
- B) Discuss all cabling drawing with the local manager to assure that all marked-up drawings are clear and understood.

8.10.5 SOCIAL SECURITY ADMINISTRATION MODULAR FURNITURE INSTALLATION MODIFICATIONS TO SITE

Lessor's site preparation may include upgrading the electrical distribution system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system if the existing system is not adequate to meet needs as stated in this package. It shall also include installing new branch circuit wiring for convenience and IG receptacles and installing data cables for computer hardware. The quantity of computer equipment required by this package may increase the HVAC requirements.

The data communications equipment that is not based in the ADP room will be located in the general office area.

Site preparation modifications shall be completed in two phases.

Phase I work involves upgrading the electrical distribution system and providing transformers, feeders and power panels as needed. This includes the installation of additional electrical ducts, conduit, and junction boxes near the modular furniture access points that will be identified on the designer's exact furniture layout and electrical schematic. It also includes upgrading the electrical system, providing new transformers, feeders, and electrical power panels with an isolated grounding (IG) system to meet needs as stated in this package, and installation of additional wiring/cabling from electrical power panels to junction boxes, telephone closets, and the Intelligent Workstation/Local Area Network (IWS/LAN) rack to access IWS/LAN workstations and printers. This phase of site preparation is to be completed prior to the installation of the modular furniture.

Phase II work occurs during modular furniture installation completed by a government contractor. It is anticipated that the electrician's work will begin approximately half way through the furniture installation. The exact scheduling of the Phase II work will be discussed in detail at the pre-installation meeting about 45 days prior to the installation of the furniture. This phase involves installing data and telephone cabling (telephone cable will be installed by a telephone contractor provided by the government) as described below. The lessor is required to connect the pigtail leads from the modular furniture to the wiring in the junction boxes, test all the prewired receptacles in the modular furniture, install data cables in the modular furniture raceways, and terminate all the data cables with the specified connectors. All of the Phase II site preparation work must be coordinated and done in conjunction with the furniture movers, furniture installers, and the telephone installers. Once Phase II work

begins, it shall continue until the entire project is completed, including the installation of all modular furniture, electrical, data and telephone cabling. Exact schedules will be determined approximately 45 days before furniture installation occurs. The General Services Administration (GSA), the lessor, SSA, and contractors will meet to establish the schedule. It is anticipated that Phase II work will be completed in 5 calendar days which will probably include a Saturday and Sunday. Some areas of the office, such as reception and front end interviewing, may be identified as critical and will need to be completed in less than 5 days.

Note: The telephone cabling is not a part of the lessor's site preparation, but site preparation work must be coordinated with and accommodate a telephone contractor (provided by the government) to do the necessary cabling for the telephone system. The lessor shall provide conduit and junction boxes and wall plates for wall mounted telephone outlets in locations to be identified on the plans.

A. BACKGROUND ON THE SPECIFICS OF ELECTRICAL, TELEPHONE, AND DATA CABLING OF MODULAR FURNITURE PANELS

SSA will install prewired modular furniture. The office space shall be prepared electrically to power the furniture. GSA will provide a plan indicating the furniture layout and computer equipment to contractor.

The furniture is fitted with isolated ground receptacles and convenience receptacles. A group of furniture workstations are connected together electrically and terminate into an eight wire flexible whip, of which only seven wires are used. The whips will be passed through power poles and left in ceiling space for termination to electrical junction boxes by the lessor's electrical contractor. In case the office space is provided with an underfloor duct system for power distribution, the furniture whips will be left at the floor for termination into floor mounted junction boxes by the lessor's electrical contractor.

1. The modular furniture will be provided with both electrified and non-electrified panels.
2. The electrified panels will be provided with two separate metal raceways, one for power wiring and the other for data and telephone cables. Details of the modular furniture panels will be furnished to the successful offeror after lease award.
3. The raceway for power wiring will be located horizontally at the bottom of the furniture panel; the raceway for the data and telephone cables will be located horizontally at the top of the furniture panel.
4. The two raceways for power wiring, and for the data and telephone cables will be interconnected by vertical metal raceways at the corners and ends of some panels. These raceways are fitted with easily accessed raceway covers.
5. The modular furniture is provided with a prewired electrical system. The raceway is a plug-in type bus duct with a provision for plugging in power feed and receptacles. The bus duct has 8 conductors composed of four phase conductors, two neutral conductors, and two ground conductors.

SSA has chosen to use only 7 conductors. One of the phase conductors is not used. Two phase conductors, a neutral conductor, and an equipment ground conductor power two convenience outlet circuits. A third phase conductor, second neutral conductor, and an isolated ground conductor power an isolated ground receptacle circuit.

The furniture manufacturers offer 6 types of NEMA 5-20 receptacles. These are identified by numbers 1 through 6. Each type of receptacle, when plugged into a bus duct connects to a certain combination of phase, neutral, and ground conductors.

SSA has opted to procure only three types of receptacles, which are No. 1, No. 2, and No. 5. (In Herman Miller furniture, the outlets are identified as A, B and C.) Receptacles No. 1 and No. 2, when plugged into the bus duct of the modular furniture connect to two different phase conductors, a common neutral conductor, and an equipment ground conductor. These are ivory in color and make up convenience outlets. Receptacle No. 5, when plugged into the bus duct of the modular furniture, connect to the third phase conductor, another neutral conductor, and the isolated ground conductor. These are orange in color and make up isolated ground outlets.

6. The modular furniture is also provided with empty raceways for telephone and data communication cabling to be utilized by SSA. The data cables installed in the bottom raceway along the power bus duct shall be kept to a minimum.
7. Panel schedules and circuit designator shall be provided for modular furniture isolated ground receptacles (type No. 5) and convenience receptacles (type No. 1 and type No. 2).
8. To accommodate the snap-in receptacles, the furniture panels will be prewired to meet the following requirements:
 - One circuit for a maximum of ten (10) No. 1 convenience duplex receptacles and ten (10) No. 2 convenience duplex receptacles.
 - One dedicated circuit for no more than four IG duplex orange receptacles for four IWS/LAN workstations and image server.
 - No more than two IG orange outlets for two laser printers, other printers, fax machines and scanner workstations.

NOTE: Depending on the configuration of the space offered, the printers and possibly some of the IWS/LAN workstations may be located outside of the modular furniture configuration. The lessor must furnish and install data cabling, electrical wiring, and IG electrical outlets as described in the IWS/LAN sections of these special requirements in those locations.

9. The furniture panel manufacturer will provide power poles with pigtails as an integral part of the furniture panels that will be coordinated by the furniture installer with the reflected ceiling plan. The pigtails will normally extend about 2 feet from the top end of the power poles. Extra length pigtails up to 18 ft. can be requested if necessary.
10. The electrical wiring to power pole raceways will consist of an electrical harness with 20-ampere capacity, UL approved, 8-wire system. The system can be connected to 208Y/120 volt, three phase service by using seven wires. (The pink wire is not used.) The system can also be connected to 120/240 volt, single-phase service by using six wires. (The red and pink are not used.)
11. All the raceways for power, data and telephone will be provided with a safety ground in accordance with the latest edition of the NEC.

B. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE I

1. ELECTRICAL - The lessor shall:

- a. Provide additional electrical power requirements such as transformers, power panels RP-A and RP-G, and feeders, as required to meet the anticipated power demands. If the office needs an air-cooled step down transformer, it shall be located a minimum 8 feet away from the ADP room. **This electrical riser information and a diagram of the electrical panels and feeders must be supplied to GSA within 30 days of the lease award. This information will be forwarded to SSA's electrical engineering firm to use for construction drawings for IWS/LAN and systems furniture installation.**
- b. Determine the type of existing electrical service, e.g., 208Y/120 volts, 3 phase; or 480Y/277 volts, 3 phase; or 120/240 single phase. Verify that building service and transformer are large enough for the additional electric load.
- c. Provide Isolated Grounding System as indicated in SSA's Official Policy on the following pages.
- d. Provide wall or floor receptacles for IWS/LAN workstations, printers, etc. and IWS/LAN rack outside of the modular furniture area. These will be shown on the designer prepared floor plans. An IG duplex receptacle is required for each IWS/LAN workstation, printer, digital copier, fax, scanner, image server, and two IG receptacles are required for the IWS/LAN rack. Provide branch circuit wiring from the electrical power panels not to exceed the dedicated circuit requirements listed in paragraph A. 8. above.
- e. Provide and install additional electrical outlets and telephone outlets outside of the modular furniture area in accordance with GSA specifications and where shown on the designer prepared floor plan.
- f. Furnish and install suitably sized junction boxes, sufficient to handle the load, above the ceiling (with conduit) in the vicinity of the feeding points of the modular furniture panels.
- g. Provide branch circuit wiring from power panels to the junction boxes combining circuits in different junction boxes and other IG duplex receptacles so as not to exceed the maximum limits indicated in A. 8. above.
- h. Provide grounding wire for the LAN rack per "IWS/LAN Rack Grounding Detail" below. The LAN rack will be delivered and installed by SSA's IWS/LAN contractor.
- i. Temporarily cap-off the wiring in the junction boxes until modular furniture installation. Make all connections in power panels and keep the circuit breakers off.
- j. Mark each circuit with the breaker number and the computer hardware (IWS/LAN workstation, printer, or IWS/LAN rack) to be connected to it. Identify each breaker at the panel and the devices it serves. Identify receptacles on the electrical layout drawing with the same standard alpha/numeric marking system. It is especially important that all circuits be clearly identified at the breakers of the power panel, the junction boxes, and on the electrical layout drawing to preclude error and facilitate connections in Phase II of the project.
- k. Electrical conductors shall be labeled with a numerical code corresponding to the circuit breaker protecting the circuit.

2. DATA CABLING - The lessor shall:

- a. Provide category 5E, unshielded twisted pair data cables from the IWS/LAN rack in the ADP room to each of the printers and IWS/LAN workstations. Provide hangers and support for the cables in accordance with industry standards.

The total length of each cable will vary in accordance with the equipment location, office layout, and space configuration. Equipment distribution will generally be uniform throughout the work area.

A total of SEE SFO individual data cables with connectors will be required.

- b. Provide category 5E data connectors, patch panels, and wire mesh cable tray.
- c. Identify all data cables at both ends by machine lettered (not handwritten) labels.

3. OTHER CONSTRUCTION

The lessor shall complete all other construction and alterations necessary to comply with this solicitation for offers. As phase II work, which is described below, is being completed the office must be ready for immediate use by SSA Personnel.

C. LESSOR REQUIREMENTS AND RESPONSIBILITIES - PHASE II

1. ELECTRICAL - The lessor shall:

- a. Connect the pigtails of the pre-wired furniture panels to the branch circuit wiring in the junction boxes.
- b. Turn on the circuit breakers in the power panels for the circuits feeding modular furniture and test each receptacle in the furniture to verify that it is energized and connected properly.
- c. Identify each receptacle in the modular furniture by circuit number and the power panel, and update the directory in the power panel. Provide details on the electrical layout schematic to show the "as-built" status for all of the receptacles. A copy of the "as-built" plans shall be provided to the local manager.
- d. Provide a grounding wire for the LAN rack.

2. DATA CABLING - The lessor shall:

- a. Complete installation of the data cables from the IWS/LAN rack in the ADP room through the modular furniture panel raceways to each IWS/LAN workstation and each printer. Complete remaining installation of data cables outside of the modular furniture configuration.
- b. Install data connectors at both ends of all data cables installed.

- c. Make sure that both ends of each of the data cables are properly labeled. Provide details on the electrical layout schematic to show the "as-built" status for all the data cables.
 - d. Conduct testing of each channel (i.e. from the jack at the office end to the jack at the patch panel in the ADP room) for all data cable runs, in accordance with TIA/EIA Testing Standards.
3. The lessor shall certify and submit the final "as-built" drawings, including the modular furniture wiring and cabling, to the local SSA manager.

All electrical/cabling work shall be performed in conformance with local electrical codes.

D. SCHEDULING AND COORDINATION

- 1. Lessor shall coordinate the access to the office with the local manager where space is currently occupied.
- 2. SSA may arrange to have the telephone equipment vendor complete the necessary telephone site preparation (precabing) activities during Phase I.
- 3. Following completion of Phase I site preparation, the office will be ready for furniture installation (Phase II). The agency will schedule a pre-installation meeting with GSA, the furniture installer, the telephone contractor and the lessor and his electrical and data cabling contractor(s). The meeting agenda will include clarification of Phase II activities, scheduling and determination of the specific Phase II installation start and end dates.
- 4. It shall be necessary for the lessor to have an adequate number of electricians on the job to keep pace with the furniture installers. Once the furniture installation begins on the designated date, the installation will proceed until the entire office has been completed.
- 5. All electrical/cabling work shall be completed in conformance with local electrical codes. GSA shall make final approval of the work performed.

E. INSPECTION AND AS-BUILT PLAN REQUIREMENTS

- 1. A pre-occupancy inspection of the completed work is to be made with representatives of the lessor, general contractor, electrical contractor, GSA, and SSA present.
- 2. The lessor shall furnish to GSA within two weeks of occupancy, as-built drawings of the completed work that shows the following as a minimum:
 - a. All usual building features such as partitions, doors, electrical panels and receptacles, telephone outlets, fire extinguishers, water fountains and plumbing fixtures.
 - b. All IWS/LAN component locations and identification markings for the following:
 - 1) Special electrical panels and receptacles.

- 2) All electrical junction boxes where any IWS/LAN circuit components have been combined.
 - 3) Data cable ends.
 - 4) Intrusion alarm controls, sensors and related devices, where applicable.
 - 5) Any unusual features that may exist in addition to those listed above.
3. SSA has hired an electrical engineering firm to provide construction drawings for the IWS/LAN and systems furniture electrical systems. Following completion of all work associated with the installation of the furniture and equipment, a "Pre-Travel Work Verification Form" (included in the construction documents) will be completed by the electrical and data contractors. This form will alert the electrical engineering firm to arrange for an inspection of the work performed to verify that it meets SSA requirements and complies with the construction drawings provided by the engineering firm.

8.10.6 DEFINITION OF TERMS SSA OFFICIAL POLICY

Use of the National Electric Code (NEC), Federal Information Processing Standards (FIPS) Publication 94 and SSA Definition of Dedicated Lines, Isolated Ground, Feeders and Branch Circuits, Convenience Receptacle Branch Circuits, and a Description of the Modular Furniture Feeds.

1. NEC & FIPS PUB. 94

The NEC is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard persons and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements. FIPS Publication 94 dated September 21, 1983 and published by the U.S. Department of Commerce/National Bureau of Standards, provides guidelines on electric power for ADP installations. SSA's Division of Realty and Space Management insists upon site installations conforming to both NEC and FIPS 94.

2. Dedicated Line

A dedicated line is a separate branch circuit that runs from an isolated ground (IG) receptacle or series of IG receptacles to the breaker with the same or similar type of equipment plugged into it. A dedicated circuit will not share phase, neutral or ground wires with any other circuits. It does not mean that each electrical device, such as a computer terminal, has its own breaker. This would overtax the quantity of breakers required in each panel board.

Noncompatible devices such as typewriters, coffeepots, printers, controllers, microwave ovens, etc., should not be plugged into the workstation dedicated line. Further, a series of printers should have a separate dedicated line and each Intelligent Workstation/Local Area Network (IWS/LAN) rack should have its own dedicated line. This requirement is to reduce line noise and avoid sudden common voltage drops created by noncompatible devices.

A branch circuit can power six convenience receptacles as limited by the NEC. The code states that the continuous current supplied by a branch circuit shall not exceed 80 percent of the branch circuit rating. This would be 16 amps for a 20-amp circuit breaker.

Each receptacle must be marked with the breaker number to which it is connected. This may assure that noncompatible devices are not connected to the same breaker and dedicated line.

3. Isolated Ground (IG) - For Receptacles

An IG in a branch circuit is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal.

The main building service ground is a point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground. An IG should not run to an isolated earth ground or a water pipe.

This installation shall meet the requirements of FIPS PUB. 94 dated September 21, 1983, "Guidelines on Electric Power for ADP Installation" issued by the Bureau of Standards and the article 250-74 exception No. 4 of NEC.

The integrity of the isolated ground is essential to proper operation of the IWS/LAN equipment. The isolated ground is to be provided in addition to the electrical grounding as required by article 250 of the latest edition of the NEC, which is solely a safety requirement.

4. Feeder and Branch Circuit

A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

A 4 wire 120 volt branch circuit for IG receptacles will have one phase wire connected to a circuit breaker, one neutral connected to the neutral bus in the panel, and one insulated ground wire connected to the isolated ground bus in the panel and one equipment ground wire connected to the equipment ground bus. In addition, the conduit and all the non-current carrying metallic parts of the system shall be grounded in accordance with the requirements of the NEC.

5. Convenience Receptacles Branch Circuits

One common neutral wire can be provided for two or three phase circuits provided these circuits are connected to circuit breakers of different phases. Consequently, two circuits connected to the same phase shall be provided with two separate neutral wires.

Therefore, a 4-wire 208 volt branch circuit will have two different phase wires, one neutral wire, and one equipment ground wire.

Similarly, a 5-wire 208 volt branch circuit will have three different phase wires, one neutral wire, and one equipment ground wire.

6. Modular Furniture Feed

A 7-wire 120/208 volt feed for the modular furniture will have one dedicated circuit and two convenience receptacle branch circuits. The dedicated circuit will have one phase wire, one neutral wire, and one IG wire. The two convenience receptacle branch circuits will have two phase wires, one neutral wire, and one safety ground wire. This safety ground wire will serve both the dedicated branch circuit and the convenience branch circuit.

7. IG Receptacle Circuiting Requirement

No more than four IG receptacles for IWS/LAN workstations and image server per circuit.

No more than two IG receptacles for Laser printers and scanning work station per circuit.

Two IG receptacles each on a separate circuit for the IWS/LAN rack.

Digital copiers will be placed on a separate IG circuit.

If additional information is desired or you have questions about this policy, you may contact DRSM's electrical engineer, Mr. Mulchand Lala, (b) (6)

8. Provide

The word "provide" signifies that the contractor shall "furnish and install".

9. The latest edition of the NEC shall be used when installing at subject site.

8.10.7 ATTACHMENTS

Reference Attachments 12.1-12.4 for typical receptacle wiring diagrams.

Typical receptacle wiring in system furniture and typical IBM cable installation diagrams are available upon request.

21 DEC 00 24
-RECEIVED PARS-

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1	DATE FEB 13 2001
TO LEASE NO. GS-05B-16504	

ADDRESS OF PREMISES SOCIAL SECURITY ADMINISTRATION OFFICE
STATE ROUTE 9
(ADDRESS TO BE DETERMINED)
ANDERSON, INDIANA 46015

THIS AGREEMENT, made and entered into this date by and between

SIMBORG DEVELOPMENT, INC.

whose address is

1149 WEST 175TH STREET
HOMEWOOD, ILLINOIS 60430

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective November 6, 2000, as follows:

Supplemental Lease Agreement (SLA) No. 1 is issued to reflect a change to the site plan, "Exhibit A" of this lease. Per mutual agreement, the building and parking will be rotated 180 degrees as shown on the new site plan attached to SLA No. 1. "Exhibit A - New Site Plan", attached, replaces the prior site plan and is made part of this lease.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR
(b) (6)
BY (b) (6)
(Signature)
(b) (6)
(Signature)

[Signature]
(Title)
1149 W. 175TH ST, Homewood, IL
(Address) 60430

UNITED STATES OF AMERICA
(b) (6)
BY Peppi Wilson
(Official Title)

Contracting Officer
(Official Title)

(b) (5)

Init: Lessor: / Govt:

[Handwritten signature]


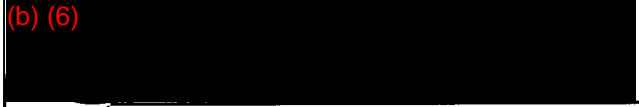
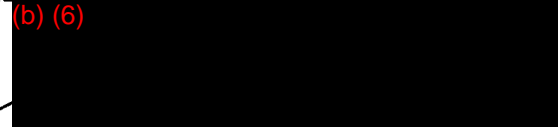
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✓

25.2% Green Space

↑
2

STATE RT 9

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		RECEIVED PARS- NOV 01 10:35	SUPPLEMENTAL AGREEMENT NO. 2 Page 1 of 2	DATE 11-20-01
ADDRESS OF PREMISES 117 S Scatterfield Rd Anderson, IN 46516		TO LEASE NO. GS-05B-16504		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p>ANDERINDY, LLC whose address is 1149 West 175th Street Homewood, Illinois 60430</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>November 9, 2001</u>, as follows:</p> <p>Supplemental Lease Agreement No. 2 is issued to reflect an adjustment in the effective and termination dates of the lease based on the Government's acceptance of the space, to reflect an adjustment in BOMA usable square feet and annual rent based on the verified usable square footage, and to reflect the change of name of Lessor and Payee.</p> <p>1. Paragraph 1 from Standard Form 2 dated March 7, 2000 is amended, and the following Paragraph 1 is inserted in lieu thereof:</p> <p>"1." The Lessor hereby leases to the Government the following described premises:</p> <p>11,646 net usable square feet (being 12,509 rentable square feet and common area factor, CAF, of 1.0741) of contiguous office space on the ground floor, being the entire building, and 50 outside, on-site parking spaces for the exclusive use of the Government, all located at 117 S Scatterfield Rd, Anderson, IN 46516.</p> <p>2. Paragraph 2 from Standard Form 2 dated March 7, 2000 is hereby amended, and the following Paragraph 2 is inserted in lieu thereof:</p> <p>"2." TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 24, 2001 through October 23, 2021, subject to termination and renewal rights as may be hereinafter set forth. The lease shall be in effect for 20 years, 10 years firm.</p> <p>All other terms and conditions of the lease shall remain in force and effect. This is page 1 of 2.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR ANDERINDY, LLC (b) (6) BY  (b) (6)  (Signature) Managing Partner (Title) 1149 W. 175th St. Homewood, IL 60430 (Address)</p> <p>UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION (b) (6) BY  Peppi Wilson (Signature) Contracting Officer (Official Title)</p>				

Supplemental Lease Agreement No. 2
GS-05B-16504
Page 2 of 2

3. Paragraph 3 from Standard Form 2 dated March 7, 2000 is hereby amended, and the following Paragraph 3 is inserted in lieu thereof:

"3." The Government shall pay the Lessor annual rent of (b) (4) at the rate of (b) (4) per Month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ANDERINDY, LLC
1149 West 175th Street
Homewood, Illinois 60430

4. Paragraph 4 from Standard Form 2 dated March 7, 2000 is amended, and the following Paragraph 4 is inserted in lieu thereof:

"4." The Government may terminate this lease at any time on or after October 24, 2011, by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. Paragraph 18 from Standard Form 2 dated March 7, 2000 is amended, and the following Paragraph 18 is inserted in lieu thereof:

"18" The Tax Identification Number for the real estate parcels occupied under this lease is: (b) (4).

INITIALS:


LESSOR

& 
GOVERNMENT

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3
Page 1 of 2

DATE

3-18-03

TO LEASE NO.
GS-05B-16504

ADDRESS OF PREMISES 117 S Scatterfield Rd
Anderson, IN 46516

THIS AGREEMENT, made and entered into this date by and between

whose address is ANDERINDY, LLC
1149 West 175th Street
Homewood, Illinois 60430

03-10-03A05:14 RCVD

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective February 25, 2003, as follows:

Supplemental Lease Agreement No. 3 is issued to define the debits and credits, change orders and above standard items for initial space alterations that have been accomplished in accordance with the lease, as delineated in the attached breakdown (page 2 of SLA No. 3). This results from the Lessor providing and the Government accepting said items at the leased premises located at 117 S. Scatterfield Road, Anderson, Indiana 46516. The amount due to the Lessor under Section 3.1 Unit Costs for Adjustments is as follows:

\$ (b) (4) Debit to Government for debits and credits
\$ (b) (4) Debit to Government for change orders and above standard items
\$ (b) (4) Total amount due the Lessor

This is page 1 of 2.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

IN PR

Mangin Pastore
(Title)

1149 W. 175th St., Homewood, IL 60430
(Address)

UNITED STATES

ADMINISTRATION

BY

Contracting Officer

(Official Title)

03-10-03A08:14 RCVD

**GS-05B-16504
ANDERSON, INDIANA**

DEBITS AND CREDITS

CEILING HIGH PARTITION (not counting barrier wall requirement)

300 LINEAL FEET REQUIRED

364 LINEAL FEET DELIVERED

64 DIFFERENCE @ UNIT COST OF (b) (4) = DEBIT TO GOVERNMENT: (b) (4)

INTERIOR DOORS (not counting main entry vestibule, restroom, closet and janitor room doors)

14 INTERIOR DOORS REQUIRED

10 INTERIOR DOORS DELIVERED

4 DIFFERENCE @ UNIT COST OF \$ (b) (4) = CREDIT TO GOVERNMENT: (b) (4)

WALL MOUNTED DUPLEX OUTLETS

50 DUPLEX OUTLETS REQUIRED

75 DUPLEX OUTLETS DELIVERED

25 DIFFERENCE @ UNIT COST OF (b) (4) = DEBIT TO GOVERNMENT: (b) (4)

WALL MOUNTED DEDICATED DUPLEX OUTLETS

50 DUPLEX OUTLETS REQUIRED

8 DUPLEX OUTLETS DELIVERED

42 DIFFERENCE @ UNIT COST OF (b) (4) = CREDIT TO GOVERNMENT: (b) (4)

WALL MOUNTED TELEPHONE OUTLETS

50 PHONE OUTLETS REQUIRED

10 PHONE OUTLETS DELIVERED

40 DIFFERENCE @ UNIT COST OF (b) (4) = CREDIT TO GOVERNMENT: (b) (4)

GFI OUTLETS

0 PHONE OUTLETS REQUIRED

4 PHONE OUTLETS DELIVERED

4 DIFFERENCE @ UNIT COST OF \$ (b) (4) = DEBIT TO GOVERNMENT: (b) (4)

SYSTEM FURNITURE POWER FEED

5 PHONE OUTLETS REQUIRED

21 PHONE OUTLETS DELIVERED

16 DIFFERENCE @ UNIT COST OF (b) (4) = DEBIT TO GOVERNMENT: (b) (4)

TOTAL OF DEBITS & CREDITS = DEBIT TO GOVERNMENT: (b) (4)

AMOUNT DUE TO LESSOR (b) (4)

LESSOR:

(b) (6)

3/05/03
(Date)

GOV'T:

3-18-03
(Date)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 4	DATE (FOR GOVT USE ONLY) 12/5/07
		TO LEASE NO. GS-05B-16504	
ADDRESS OF PREMISES	SOCIAL SECURITY ADMINISTRATION 117 S. SCATTERFIELD RD. ANDERSON, IN 46012-3104		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">TURKEYLAND, L.P.</p> <p>whose address is 240 H. STREET LINCOLN, CA 95648-1718</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 9/5/2007, as follows:</p> <p>Issued to change ownership, tax id number, duns number, and GSA Form 3518, Representations and Certifications. The new Lessor assumes, approves, adopts, and agrees to be bound by all the terms of the Lease.</p> <p>Former Lessor/Payee: Anderindy, LLC 1149 West 175th Street Homewood, IL 60430</p> <p>New Lessor/Payee: TURKEYLAND, L.P. 240 H STREET LINCOLN, CA 95648-1718</p> <p>Tax id number: (b) (4) Duns number: (b) (4)</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>			
LESSOR BY	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> (b) (6) IN PRESENCE OF (b) (6) WHARTON </div> <div style="width: 50%; text-align: right;"> MANAGER 1288 OAK VALLEY DRIVE LINCOLN, CA 95648 <small>(Title) (Address)</small> </div> </div>		
UNITED STATES OF AMERICA BY (b) (6)	GENERAL SERVICES ADMINISTRATION <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; text-align: center;"> 12/13/07 DATE </div> <div style="width: 50%; text-align: right;"> Contracting Officer <small>(Official Title)</small> </div> </div>		

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 5

DATE (FOR GOV. USE ONLY)

1-6-11

TO LEASE NO
GS-05B-16504

ADDRESS OF PREMISES

Social Security Administration
117 S. Scatterfield Road
Anderson, IN 46012-3104

THIS AGREEMENT, made and entered into this date by and between

whose address is Dugan Enterprises LP
205 Estrella Place
Lincoln, CA 95648-7924

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 12/03/2010, as follows:

Issued to change ownership, tax id number, duns number, and GSA Form 3518, Representations and Certifications. The new Lessor assumes, approves, adopts, and agrees to be bound by all the terms of the Lease.

Former Lessor/Payee: Turkeyland, L.P.
240 H Street
Lincoln, CA 95648-1718

New Lessor/Payee: Dugan Enterprises LP
205 Estrella Place
Lincoln, CA 95648-7924

Tax id number: (b) (4)

Duns number: (b) (4)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

IN PRESENCE

(b) (6)

(b) (6)

UN

BY

(b) (6)

S ADMINISTRATION

MANAGER

(Title)

205 ESTRELLA PLACE, LINCOLN, CA 95618

(Address)

Contracting Officer

(Official Title)